

MLS CONTENT LICENSE AND OPERATING AGREEMENT

THIS MLS CONTENT LICENSE AND OPERATING AGREEMENT (the "Agreement"), is made, entered into, and executed on this _____ day of _____, 20____ ("Effective Date"), by and between the Multi-Regional Multiple Listing Service (MRMLS), a California Non-Profit Mutual Benefit Corporation ("MLS"), hereinafter referred to as ("Provider") with its offices at 3201 W. Temple Avenue, Pomona, CA 91768 and _____, a Broker Participant of one of MRMLS' Member Associations/Boards hereinafter referred to as ("Licensee") with its offices at _____, _____, and _____, a consultant or company who is not an employee of the Licensee hereinafter referred to as ("Licensee's Developer") with its offices at _____.

Within this agreement, the term "Licensee" jointly refers to both Licensee and Licensee's Developer.

RECITALS

WHEREAS, Provider operates a regional multiple listing service in connection with the sale of real property throughout California through a proprietary real property listing information database whose participants and subscribers include real estate agents, brokers, brokerage companies, and various affiliated industries ("Members"). Provider receives and compiles information from its Members regarding the listing, sale and other related information on real property, including, without limitation, computerized databases of listings, customers, agents, brokers, users, offices and images ("MLS Content");

WHEREAS, in compliance with a National Association of Realtors mandate and California Association of Realtor guidelines, Provider has developed an Internet Data Exchange Program ("IDX") that provides for delivery of certain multiple listing service data to qualified Provider's Member Association's participants;

WHEREAS, Licensee intends to create, or have created on its behalf a real estate product to be published by Licensee, and distributed via the Internet or other electronic delivery systems (e.g., America Online, wireless phone and pager networks, private wide area networks, etc.). The description of the Product and the method(s) of delivery of the Product are set forth in Exhibit D;

WHEREAS, Licensee intends, at no cost to Provider, to place the MLS Content provided by Provider into the Product to market listings to the public through the Internet;

WHEREAS, Licensee wishes to access certain, specific portions of the Provider's MLS Content as source material for the Product; and

WHEREAS, Provider wishes to provide certain, specific portions of the MLS Content to Licensee in accordance with the terms and conditions set forth below;

WHEREAS, Licensee may engage consultants, including other companies or individuals who are not employees of Licensee ("Licensees Developers"), to perform data downloading, manipulation of data, formatting, programming, and web design to support Participant's participation in the IDX Program; and

WHEREAS, the parties wish to set forth the terms on which Licensee may access the Provider's RETS server containing listing data from Providers' proprietary database and publish such data on Licensees's website on the Internet.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged Provider and Licensee do hereby agree as follows:

1. Licensing and License Fees

- A. During the term of this Agreement, and subject to Licensee's performance of its obligations hereunder, Provider hereby grants to Licensee, a non-exclusive, non-transferable, worldwide license to display certain, specific portions of the MLS Content solely through the Product. Subject to this license, as between Licensee and Provider, Provider shall retain all intellectual property right, title, and interest in and to the MLS Content, and Licensee agrees not to challenge any intellectual property right claimed by Provider in and to the MLS Content. Licensee further agrees not to use the MLS Content, in whole or in part, or allow it to be used for any purpose other than those expressly permitted under this Agreement.
- B. Licensee shall display a notice of Provider's copyright in the MLS Content, in proper legal form, on any computer screen or Internet (or World Wide Web) "page" where the MLS Content might be viewed. In an appropriate place in the Product, Licensee shall provide a readily viewable general disclaimer that Provider is only providing the MLS Content and not other sources of data provided in the Product. If the MLS Content, or any portion thereof, is displayed on the same computer screen or Internet "page" where data from another source is displayed, Licensee shall take all necessary steps to prevent consumer or Member confusion as to the source and ownership of the various data components including, without limitation, readily viewable disclaimers. Display of Provider's copyright is not required when MLS Content is being delivered via digitized speech (e.g., via mobile phone).
- C. Licensee retains all copyright and any additional rights to the Product it creates for use by the public or by Members. Title to all applicable rights in patents, copyrights, trade secrets and license in the Product remains with Licensee.
- D. Any expenses associated with the acquisition, downloading, and subsequent uploading of MLS Content by Licensee, plus any ongoing maintenance, marketing or sale of the Product shall be borne by Licensee.
- E. Provider has established Internet Data Exchange ("IDX") Rules whereby Provider's participants and subscribers are allowed to display each others listings to the public on each others web sites. Licensee shall adhere to the provisions of the IDX Requirements attached hereto as Exhibit "C" and incorporated herein by this reference, and shall adhere to any changes or additions to said rules throughout the life of this Agreement.
- F. MLS Content may not be used to assess referral fees of any kind related to the sale of any property contained in the MLS Content. By use of the MLS Content in Provider's Participant and Subscriber IDX web sites, no obligation of compensation is intended, implied, or guaranteed to be paid by the Provider, Listing Agent, or Listing Broker who has entered that listing into the MLS Content database.

2. Equipment and Installation

- A. Licensee shall provide all necessary computer, telecommunications, software and other equipment and technology or resources to access MLS Content and to implement, support and host the Product.
- B. Licensee unconditionally agrees not to relicense or redistribute the MLS Content, in whole or in part, to any third party, or provide any form of access to the MLS Content other than through the Product, or otherwise knowingly cause or allow any third party to use the MLS Content in any manner except as expressly provided herein. Licensee shall (i) make commercially reasonable efforts to prevent unauthorized access to the Product database

to prevent any other entity from capturing or downloading the MLS Content from the Product; and (ii) prevent entities who are not Members of Provider from accessing the MLS Content.

- C. In the event Licensee shall fail to incorporate the Provider MLS Content into the Product within ninety (90) days of the Effective Date, Provider at its election and upon written notice to Licensee may terminate this Agreement.

3. Responsibilities of the Parties

- A. Provider shall provide Licensee with access to a RETS Server for at least daily updates of MLS Content to keep the information current.
- B. Provider has the option of excluding any MLS Content from the Product.
- C. Licensee shall place certain, specific portions of the MLS Content in the Product directly or through linkage with another service provider.
- D. The Schedule and transfer method(s) of the MLS Content to Licensee for use in the Product will be via Provider's RETS Server
- E. On a monthly basis, Licensee shall send to Provider via e-mail a list, in electronic format, to of all of Licensee's customers who are also members of Provider's MLS.

4. Access Restriction

- A. Provider shall provide Licensee access to its MLS Content only for use with the Product or for the purpose of adding to and updating the Product as contemplated by this Agreement and not for any other purpose. The MLS Content is copyrighted solely by Provider.
- B. Licensee may allow persons under contract for computer programming services to access the MLS Content provided such persons are under a confidentiality contract with the Licensee and/or Provider to protect the MLS Content.

5. Rates, Expenses, and Revenue Distribution

In consideration of the rights granted by Provider to Licensee hereunder, Licensee shall pay Provider as provided in Exhibit "B" attached hereto and incorporated herein by this reference.

6. Promotion of the Product

- A. All Product marketing and sales materials shall be provided by Licensee.
- B. Provider shall permit Licensee to commence to access and download certain, specific portions of Provider's MLS Content for the purpose of publishing the Product as soon as Provider, in its sole and reasonable discretion, believes that such access and use is reasonably satisfactory and does not cause technical operational problems with any of Provider's other services or products.

7. Technical Support

Provider may notify Licensee of any Product errors or failures. If the problem is software related, Licensee shall correct the problem within a commercially reasonable time frame. In the event that on-site service is required, whether hardware or software related, said on-site service shall be performed at the sole cost and expense of Licensee.

8. Orientation/Training

This paragraph intentionally left blank.

9. Protection of Information; Confidentiality

- A. Each party hereto acknowledges that any and all Confidential Information (as defined below) supplied by the one party ("Disclosing Party") and received by another party ("Receiving Party") hereunder is a trade secret of the Disclosing Party and any unauthorized disclosure of such Confidential Information by the Receiving Party will cause irreparable harm to the Disclosing Party. Each party agrees not to disclose any Confidential Information or any portion thereof to any third party or to use Confidential Information or any portion thereof for any purpose, other than as expressly permitted in this Agreement. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. The Receiving Party hereby waives the claim or defense that the Disclosing Party has an adequate remedy at law with respect to any action involved in unauthorized disclosure or use of Confidential Information. The Receiving Party also hereby waives any requirement that the Disclosing Party post a bond prior to the granting of any equitable remedy.
- B. "Confidential Information" shall mean any information in written, electronic, oral or tangible form that is, by its nature, confidential to the Disclosing Party or its business including, without limitation: (i) strategies and business models, methods, procedures, devices, data processing programs, computer models, research projects, and other means used by Disclosing Party in the conduct of its business; (ii) any information that deals with or relates to the Disclosing Party's past, present or future business processes or plans; (iii) ideas, know-how, specifications, customer lists, marketing plans, procedures and software programs; and (iv) financial or other trade secret or proprietary information, all of which information the Receiving Party acknowledges and agrees is not generally known or available to the general public, but has been learned, developed, acquired or compiled by the Disclosing Party at great effort and expense. Confidential Information specifically includes Provider's MLS Content.
- C. The foregoing paragraph notwithstanding, "Confidential Information" shall not include information: (i) already lawfully known to or independently developed by the Receiving Party prior to disclosure under this Agreement; (ii) disclosed in published materials authorized by this Agreement and consistent with its terms; (iii) that is or subsequently becomes available to the general public other than through a breach by the Receiving Party; (iv) lawfully obtained from any third party having the right to disclose it; or (v) required to be disclosed by law, provided that the Disclosing Party has been provided reasonable notice and opportunity to contest the need for such disclosure, or to seek a protective order therefore.
- D. Each party agrees that each of its employees receiving Confidential Information shall be informed that such information is subject to the non-disclosure provisions of this Agreement and shall be bound by such. Each party further agrees that the Receiving Party shall not reproduce Confidential Information except as necessary to perform its duties under this Agreement or as otherwise specifically authorized in writing. Licensee and Provider agree that any and all information identified by the other as "confidential" and/or "proprietary", or which, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary (including the terms of this Agreement and the relationship between the parties), will not be disclosed to any third person, without the express consent of the other party for a period of one year following termination of this

Agreement and that neither party will make use of Confidential Information except under the terms of this Agreement.

10. Term of Agreement

The term of this Agreement shall commence on the Effective Date and shall terminate on the occasions of any 'Termination Event'. Each of the following shall constitute a "Termination Event" hereunder: (i) a material default in the performance of any of the covenants or conditions of this Agreement if the same shall not have been cured by the defaulting party within ten (10) days of written notice from the non-defaulting party to the defaulting party setting forth, with specificity, the nature of such default; or (ii) Participant elects to "OPT OUT" of the IDX Program by so notifying MRMLS and the Broker Participant's local Association, in writing; or (iii) Participant's multiple listing service privileges are revoked by Participant's local Association for any reason; or (iv) Participant fails to comply with the Rules; or (v) Upon thirty (30) days prior written notice of one party to the other for any reason, with or without cause. At any time following the occurrence of a Termination Event described in this Paragraph 4, the Agreement shall be deemed terminated immediately and automatically, without further notice or other action, subject to the provisions of Paragraph 11, hereinbelow.

11. Termination

- A. In the event either party shall materially fail to perform or comply with any provision of this Agreement (each such failure a "Default"), and shall fail to remedy the Default within ten (10) days after receipt of notice of such Default, then the non-defaulting party shall have the right, at its sole option and upon written notice to the defaulting party, to terminate this Agreement.
- B. Should this Agreement be terminated by either party, all Provider MLS Content shall be removed from the Product within seven (7) days of termination; all copies of the MLS Content in Licensee's possession shall be destroyed; and access to the Provider MLS Content and MLS system by Licensee shall be terminated immediately.
- C. In the event of termination of this Agreement for any reason, Sections 9, 11, 12, 13, 14, 15, 16, 17, 20, 29, 30, and 33 shall survive termination.

12. Warranty

- A. Provider has disclosed to Licensee and Licensee fully understands and acknowledges that the Provider's MLS Content is compiled by Provider from independent agents and brokers who use the services of Provider. Accordingly, Provider, and its officers, shareholders, directors, employees, representatives or agents, make no representations or warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose, concerning the accuracy or completeness of the MLS Content or any other information that Licensee obtains from the MLS Content. Licensee agrees that in no event shall Provider be liable for any lost profits for any special consequential or exemplary damages that Licensee may suffer or incur as a result of the inaccuracy or incompleteness of Provider's MLS Content, or upon early termination of and pursuant to this Agreement.
- B. Provider warrants that: (i) it has all legal right and power to enter into this Agreement, (ii) its execution and performance of this Agreement will not violate any law or agreement, (iii) the MLS Content as delivered to Licensee will be an original creation or compilation, and will not infringe any copyright, patent, trade secret, trademark, or other proprietary right held by any third party, and (iv) no permissions or payments to third parties will be required for Licensee's use of the MLS Content as contemplated herein.

- C. Licensee warrants that: (i) it has all legal right and power to enter into this Agreement, (ii) its execution and performance of this Agreement will not violate any law or agreement, and (iii) the Product will be an original creation or compilation, and will not infringe any copyright, patent, trade secret, trademark, or other proprietary right held by any third party.

13. Indemnification

- A. Licensee agrees to defend and otherwise hold Provider, its shareholders, officers, employees, directors, agents, and representatives harmless from and against all claims by third parties that the Product (excluding the MLS Content) infringes any third party's U.S. or international copyright, patent, trade secret, trademark, or other proprietary right.
- B. Licensee agrees to indemnify and hold harmless Provider, its shareholders, officers, employees, directors, agents and representatives from and against any and all losses and costs, including attorney's fees, liabilities, damages, taxes, interest, penalties and/or expenses incurred in the investigation or defense of claims and actions resulting from or arising out of Licensee's business operations and contracts with respect to the Product except where such claims or actions arise from a breach of Provider's warranties under Section 12.B .
- C. LICENSEE DEVELOPER will have no obligation under this Section with respect to any claim to the extent such claim arises from or in connection with modifications made by LICENSEE other than at the direction of LICENSEE DEVELOPER, or of any claim regarding the intellectual property rights from data provided by the Licensee to the Provider."

14. Limitation of Liability

EXCEPT FOR ANY INTENTIONAL BREACH OF THIS AGREEMENT OR EXPRESS OBLIGATION OF INDEMNITY HEREUNDER, PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF A BREACH OF THIS AGREEMENT, EVEN IF PROVIDER HAS BEEN NOTIFIED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES OCCASIONED BY THE ACTS OR OMISSIONS, WHETHER INTENTIONAL OR NOT, OF PROVIDER PARTICIPANTS, SUBSCRIBERS OR OTHERS WHO INPUT OR GENERATE ANY PART OF THE MLS CONTENT.

15. Non-Competition and Non-Solicitation

- A. Licensee agrees that it shall not, either directly or indirectly, carry on or engage in (as a direct or indirect owner, manager, operator, agent, consultant or other participant; or through the furnishing of financial support; or through the rendering of employment or consulting services for wages, fees or voluntarily; or the planning or promotion of, for or on the behalf of any third party) the business of providing a Multiple Listing Service to licensed real estate brokers, agents or salespersons, whether through the Internet or otherwise, in competition with Provider's MLS business. In addition to the foregoing, and as a separate covenant for the benefit of Provider, Licensee agrees that it shall not solicit any MLS Content or other information of any nature from any licensed real estate broker, agent, or salesperson for the purpose of creating or maintaining a multiple listing service in competition with Provider's MLS business. In addition to the foregoing, and as a separate covenant for the benefit of Provider, Licensee agrees that it shall not solicit any MLS Content or other information of any nature from any Board or Association of

REALTORS® which is a shareholder or customer of Provider for the purpose of creating or maintaining a multiple listing service in competition with Provider's MLS business.

- B. For purposes of this Agreement the term "Multiple Listing Service" is intended to be used in its broadest possible context, and includes but is not limited to providing the collection, maintenance and access to computerized databases of property listings of all statuses (active and off market) for all property types (residential, land, commercial, business, mobile home, income) and all data fields associated therewith, as well as any peripheral databases needed to support a Multiple Listing Service, including but not limited to tax files, assessor files, mapping files, census files, or other real estate related data.
- C. Licensee acknowledges that Provider's actual damages would be difficult, if not impossible, to determine should Licensee breach its obligations under this section, and therefore injunctive relief (including temporary restraining order, preliminary injunction and permanent injunction) may be sought. However, nothing in this section shall be deemed to constitute an election of remedies by Provider, and Provider may elect to obtain damages in lieu of or in addition to injunctive relief. If this section, or any part thereof, for any reason, is declared by a court to be unenforceable, Provider shall have the option to immediately terminate this Agreement at such time. Licensee acknowledges that Provider would not have agreed to enter into this Agreement and provide the MLS Content to Licensee but for Licensee's agreement not to compete with Provider's MLS business.

16. Governing Laws

This Agreement, all addenda and all remedies shall be governed by, construed, and enforced in accordance with the laws of the United States and the State of California. Jurisdiction and venue for any action brought as a result hereof shall be in Los Angeles County, California.

17. Attorney's Fees

In the event that it is necessary to commence an action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to all costs of suit, including, but not limited to, reasonable attorney's fees.

18. Product Names

- A. Licensee agrees to allow Provider to use Licensee's name, logos, and location in a positive and unrestricted manner during the term of this Agreement in advertising, promotion, and discussions regarding the Product. The right to utilize the Licensee's name, logo, service marks, or unique graphic elements ceases with the termination of this Agreement.
- B. Provider agrees to allow Licensee to use Provider's name, logos, and location in a positive and unrestricted manner during the term of this Agreement in advertising, promotion, and discussions regarding the Product. The right to utilize the Provider's name, logo, service marks, or unique graphic elements ceases with the termination of this Agreement.
- C. Each party's use of the other party's name and/or logo shall be subject to the other party's prior written approval, which shall not be unreasonably withheld.

19. Updates and/or Revisions

- A. Updates and enhancements to the Product may be made at any time by Licensee at no charge to Provider or its Members.

- B. Provider shall make commercially reasonable efforts to notify Licensee of any planned updates and/or revisions to the Provider's MLS System that might affect the transfer of MLS Content used in the Product in writing fourteen (14) days prior to the actual change and/or revision.

20. No Third Party Beneficiaries

No term or provision of this Agreement is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or any other entity not a party hereto, and no such other person, firm, corporation, or entity shall have any right or cause of action thereunder.

21. Further Acts

Each party agrees to perform any further acts, execute, and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

22. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of, the respective heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.

23. Severability

The provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal, or otherwise unenforceable, in whole or in part, the remainder of the provisions, or enforceable parts thereof, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

24. Counterparts

Original signatures are required from all parties involved and the agreement may not be signed in counterparts.

25. Assignment

Neither party to this Agreement may assign this Agreement or its rights or obligations hereunder, without the written consent of the other party, which consent shall not be unreasonably withheld; provided, however, in the event that Provider is involved in a merger or consolidation with another Multiple Listing Service, this Agreement shall become the property and responsibility of the surviving or successor entity.

26. Headings

The headings, titles and captions of the Sections of this Agreement are inserted solely for convenience of reference and are not part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

27. Time is of the Essence

Time is of the essence with respect to the obligations of the parties hereto.

28. Good Faith

The parties hereby expressly acknowledge that this Agreement imposes an obligation of good faith and fair dealing between the parties.

29. Modifications

Any alterations, change, or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party thereto.

30. Interpretation

This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

31. No Waiver

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement or documents entered into pursuant to this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by a party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

32. Exhibits

The following exhibits are hereby incorporated in this Agreement by reference:

Exhibit A	Description of Listings
Exhibit B	Payment Terms (none, page omitted)
Exhibit C	Internet Data Exchange (IDX) Requirements
Exhibit D	Product Definition (none, page omitted)
Exhibit E	Rules Regarding Sold Info on IDX Sites

33. Integration

This Agreement, including any exhibits attached hereto and made a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and merges all prior and contemporaneous communications.

36. Notices

Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid and return receipt requested, or by Federal Express or other reputable overnight and delivery service, to the address of the parties set forth below. Any notice under this Agreement shall be deemed given if by personal service upon receipt; if by United States Mail, forty-eight (48) hours after deposit; if by reputable overnight delivery service, twenty-four (24) hours after timely deposit. A party may designate from time to time a different or additional address for noticing purposes under this provision by giving the other party ten (10) days written notice of the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of day and year first written above.

“PROVIDER”

By _____
MRMLS

Date _____

“LICENSEE” (Broker)

By _____
Broker's Signature

Date _____

Print Name

Company (Office) Name

Street Address

Email Address

Phone Number

Website URL (The address(es) of the website(s) that will display the listing data received in this agreement)

Agent's Signature

Agent's Name

**** Agent signature and name is required if site is branded to a specific agent.**

“LICENSEE'S DEVELOPER”

By _____
Consultant/Developer's Signature

Date _____

Print Name

Company (Office) Name

Street Address

Email Address

Phone Number

EXHIBIT A

Description of Listings

For the purposes of this Exhibit and **Exhibit B** to this Agreement, "Licensee Branded Real Estate Product" means a real estate Product created, developed, published, sold, and/or licensed by Licensee solely under its own trademarks and branding.

MLS Content shall be downloaded/captured from the Provider system at least every business day. The Product shall be updated with the downloaded data by the next succeeding business day.

The Product shall contain **active, backup, first right and pending** property records and the past 12 months' based on COE (Close of Escrow) date of Sold records. Once the 12-month period has passed, sold listings shall be removed from the Product during the next daily update cycle. All other off market listings shall be removed from the Product on a regular basis, and in no event later than the next daily update cycle following the change to off-market status.

The Listings delivered to Licensee shall consist of the following fields of data: MLS number, property type, list date, list price, **(except for Sold listings)**, full street address including house number and unit number if applicable, city, zip code, county, estimated interior size (if available), year built, number of bedrooms, number of bathrooms, agent's description, photo, and agent and office information (ID, name, phone numbers, e-mail addresses, web pages for each). **Available fields for Sold listings are defined in Exhibit E.**

Licensee shall be permitted to publish and use, at a minimum, the following fields: MLS number, property type, list price, **(except for Sold listings)**, street name, city, zip code, county, year built, and number of bedrooms, number of bathrooms, property description, and property photo, **except where specifically prohibited.**

Licensee shall be permitted to publish and use **Public Open House** - Current Public Open House data may be displayed and must be removed once the date of the Open House has passed.

Provider will, wherever possible, also provide Licensee with the following fields and the permission to use and publish them: Estimated lot size, parking spaces, fireplaces, additional photos, local schools, and descriptive fields representing other features like: view, land use, community/recreational facilities, heating and cooling facilities, architectural style, interior and exterior finishes, structural features, handicapped access, pet restrictions, appliances, and utilities. Provider will also provide Listings, Agents, and Offices as three separate files where available.

If Provider is not able to comply with the Listings format, delivery mechanism, or delivery frequency, it shall immediately notify Licensee in the following manner:

- Provider will provide Licensee with a technical contact that can be reached via e-mail and telephone to resolve issues as they arise. Technical contacts will be available to respond to inquiries within one business day of the inquiry.
- In the event that data cannot be delivered by the 12 AM PST deadline, Provider technical contact will notify Licensee technical contact before that deadline by e-mail and telephone to arrange alternative delivery of that day's data.
- In the event that Provider wishes to add or remove fields, change the format or possible values of a field, or change the way that data that is delivered, Provider technical contact will notify Licensee technical contact and discuss such proposed changes. The proposed changes shall be made upon mutual agreement of the parties.

EXHIBIT C

IDX Rules

12.16 Use of Active Listing Information on Internet (Also known as Internet Data Exchange (“IDX”)). “Internet Data Exchange” is a means by which each participant subscribing to the program (IDX) permits the display of its listings appearing in Internet Data Exchange Database on each participants IDX Internet website. The “Internet Data Exchange Database” is the current aggregate compilation of all On-Market listings information as defined in Section 10.1, Pending and Sold/Leased listings of all Internet Data Exchange participants except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. Sold/Leased listings may be displayed for a period of one (1) year follow the Sold/Leased date of the subject listing. The intent of IDX is to allow participants that represent real estate sellers or buyers (or both) to permit other such participants to advertise their listings on their public web sites. IDX is not available to any other participants.

12.16.1 Authorization. Subject to sections 12.16.2 through 12.16.15 below, and notwithstanding anything in these rules and regulations to the contrary, participants and subscribers may display on their public websites aggregated MLS On-Market listing information, Pending and Sold/Leased Statuses through either downloading and placing the data on the participant or subscriber’s public access websites or by framing such information on the MLS or association public access website (if such a site is available). The downloading of raw data will be through the participant only.

12.16.2 Consent. The listing brokers’ consent for such Internet display is presumed, in satisfaction of Rule 12.8, unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display on either a blanket or on a listing-by listing basis. Listing brokers that refuse to permit other MLS participants or subscribers to display their listing information on a blanket basis may not display MLS listing information of other brokers’ listings.

12.16.3 Display Content. Participants and subscribers shall not display confidential information fields, as determined by the MLS in the MLSs’ sole discretion, such as that information intended for cooperating brokers rather than consumers. Participants and subscribers shall not modify the information displayed pursuant to these MLS Rules.

12.16.4 Listing Credit. All listings on a participant or subscriber’s site displayed by framing or other electronic means, shall identify the name of the listing firm and the name of the listing agent in a type font, size and color equivalent to the type used to display listing data. The name of a co-listing firm and name of a co-listing agent, if any, will be displayed in the same type font, size and color as the listing firm and agent names. Listing broker and agent names are required for all IDX display formats except a one-line or thumbnail search result display format as long as there is one or more additional display formats available for the listing. Each subsequent display format must identify the listing broker and listing agent.

12.16.5 Source. Information displayed shall indicate the source MLS of the information being displayed and the most recent date updated. Participants and subscribers shall update all downloads and refresh all data at least once every twenty-four [24] hours.

12.16.6 Usage. Sharing of the MLS compilation or portion thereof with any third party not authorized in writing by the MLS is prohibited. Participants and subscribers shall indicate on their websites that the information being provided is 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.

12.16.7 Security. Participants' and subscribers' websites must protect MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" and other unauthorized accessing, reproduction or use of the MLS database.

12.16.8 Restricted Display. Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or their property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) shall not be accessible via IDX sites. This does not preclude listing participants or subscribers from displaying on their IDX sites or their other website(s) the listing or property address of consenting sellers.

12.16.9 Excluded Listings. Not all listings from the MLS must be displayed on the participant's and/or subscriber's IDX sites as long as any exclusions are based on objective criteria, e.g. type of property, listed price or geographical location.

12.16.10 Website Identification. When displaying listing content, a participant's or subscriber's website must clearly identify the name of the brokerage firm under which they operate and the subscriber's name, if applicable, in a readily visible type font and color.

12.16.11 Website Branding. To prevent confusion about the ownership of the listing, a display of another participant's IDX listing may not include any contact information or branding of the participant who owns the web site 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.

12.16.12 Co-Mingling. A participant or subscriber may co-mingle the listings of other participants with listings from other sources on its web site, provided all such displays are consistent with these rules. Co-mingling is (a) the ability for a visitor to the site to execute a single search that searches any portion of the IDX database at the same time it searches listing data from any other source(s); or (b) the display on a single web page of any portion of the IDX database and listing data from any other source.

12.16.13 Compliance. All IDX sites are subject to ongoing compliance auditing the AOR/MLS. Changes to an IDX site necessary to cure a violation of MLS Rules must be accomplished within ten (10) calendar days of the transmittal of notice from the AOR/MLS of such violation. Violations may subject a participant to sanctions as defined in the AOR's Data Integrity Standards – Appendix B, including but not limited to the immediate termination of the download agreement to receive or republish the IDX information.

12.16.14 Notification by Authorized Participants and Subscribers. Participants and subscribers partaking in the display of MLS On-Market, Pending and/or Sold/Leased listing information of other brokers' listings pursuant to Section 12.16 must notify the MLS before displaying said MLS active listing information and must make their website directly accessible to the MLS and other MLS participants for purposes of monitoring/ensuring compliance with applicable rules and policies.

12.16.15 Right to Charge for Download. The MLS has the right to charge the costs of adding or enhancing its downloading capacity to Participants and Subscribers who request downloading of listing information pursuant to Section 12.16.

EXHIBIT E

Rules Regarding Sold Info on IDX Site

1. Only brokers may receive a direct feed of Sold Information, or via licensed aggregators.
 2. Limited to just solds – no expired, withdrawn, canceled.
 3. Sold data to be delivered via CARETS RETS server.
 4. Only the past 12 months' (based on COE Date) of Solds are to be displayed. Once the 12-month period has passed, sold listings shall be removed from the Product during the next daily update cycle.
 5. Properties that were flagged "do not show address" cannot show address for sold listings.
 6. Properties flagged "IDX = No" may not be displayed.
 7. Broker/agent sites may not use CMA, Comparable Market Analysis, Comparative Market Analysis, Market Analysis or Broker Pricing Opinion for a description showing solds.
 8. A disclaimer should be attached to sold listings stating the sale information is for personal and informational purposes only and is not an indication of a market analysis or an appraisal.
 9. Only the primary photo designated in the MLS system may be displayed.
 10. All other MRMLS IDX rules shall be applied to the display. (e.g., listing broker/agent, information, update requirements, use of any IDX logo and disclaimers)
11. Fields that are **required** to be displayed:
 - 1) Listing Office Name
 - 2) Listing Agent Name
 - 3) Co-Listing Agent/Office Names (if available)
 - 4) Selling Agent Name
 - 5) Selling Office Name
 - 6) Co-Selling Agent/Office Names (if available)
 - 7) Sold/Closed Date
 12. Fields that **may** be displayed:
 - 1) Primary Photo
 - 2) Street Address - if Permitted (see number 5 above)
 - 3) County
 - 4) City
 - 5) Area
 - 6) Builder Tract Name
 - 7) State
 - 8) Zip Code
 - 9) Status
 - 10) Sale price - note - **NO LIST PRICE**
 - 11) MLSNO
 - 12) Sub Property type (SFR, Condo...)
 - 13) Attached/Detached
 - 14) Year Built
 - 15) Bedrooms
 - 16) Baths
 - 17) Garage
 - 18) Approximate Square Feet
 - 19) Approximate Lot Size
 - 20) Property Characteristics