

## **IDX VENDOR ACCESS AGREEMENT**

**THIS IDX VENDOR ACCESS AGREEMENT** (the "Agreement"), which is dated \_\_\_\_\_, 2018 for reference purposes only, is made by **Constellation Web Solutions** ("Vendor"), for the benefit of **Golden Empire MLS, Inc.**, a California corporation ("GE MLS").

### **RECITALS**

A. GE MLS, a wholly owned subsidiary of Bakersfield Association of Realtors®, Inc., owns and operates a multiple listing computer service, and has created an information database comprised of a proprietary compilation (the "MLS Database").

B. GE MLS allows its participants and subscribers to display listing brokers' listings through Internet Data Exchange ("IDX") on websites maintained by the participants and subscribers in accordance with the IDX rules.

C. Vendor has been requested by the real estate broker listed on Exhibit "1" attached hereto who is a participant of GE MLS (the "Participant") to provide computer software programming and services relative to the display of IDX listing information on the internet website maintained by the Participant and any subscribers of the Participant (the "Permitted Websites").

D. Vendor has requested a RETS feed of the MLS Database for the sole purpose of providing computer software programming and services to Participant and/or Participant's subscribers in connection with the display of the IDX listing information on the Permitted Websites in accordance with IDX rules and policies of GE MLS (the "Permitted Use").

E. GE MLS has agreed to provide such RETS feed of the MLS Database to Vendor on the terms and conditions set forth below.

### **AGREEMENT**

In consideration of the provision of the RETS feed of the MLS Database to Vendor, Vendor makes the following covenants and agreements in favor of GE MLS:

1. Vendor agrees that GE MLS is providing access to the MLS Database pursuant to the RETS feed for only the Permitted Use pursuant to a non-exclusive, non-transferable, and revocable license of such MLS Database. Such license may be terminated by GE MLS at any time, with or without cause.

2. Vendor agrees that all information contained in the MLS Database is the proprietary information of GE MLS and/or its participants and subscribers and such information may not be used or displayed except for the Permitted Use. Vendor will not resell or sublicense any of such information in any form or format whatsoever, and for product or service which Vendor is offering. Vendor shall take all steps reasonably necessary to prevent the unauthorized disclosure of use of the MLS Database or any information contained therein. Except in accordance with the Permitted Use, Vendor shall not use or facilitate the use by any unauthorized person of any confidential and/or proprietary information of GE MLS or any of its participants or subscribers. The provisions of this paragraph 2 shall survive the termination of the license described in paragraph 1.

3. Vendor acknowledges receipt of the IDX rules and policies established by Vendor and covenants that the services to the Participant that its services will not cause Participant to violate those rules and policies.

4. Vendor agrees to pay (or require Participant to pay) an initial fee of \$250 to set up the RETS feed and an annual fee of \$250 for to access the information. Such fee must be paid in advance before the RETS feed is provided.

5. If Vendor desires to provide similar services to any other participants (and/or subscribers of participants) of GE MLS (a "New Participant"), it may not use the MLS Database with respect to services to be provided by Vendor to the New Participant without the prior written consent of GE MLS, which may be conditioned upon the New Participant requesting such information to be provided to Vendor in a form substantially similar to Exhibit "1" attached hereto and by the written agreement or acknowledgement by Vendor that the terms of this Agreement (other than paragraph 4) shall apply with equal force to the services provided to the New Participant.

6. In the event that Participant ceases to be a participant on GE MLS, then the license provided herein shall immediately terminate upon notice of termination given by GE MLS to Vendor. If Vendor is then providing similar services to one or more New Participants (and their subscribers), the license shall not terminate with respect with respect to the New Participants, but Vendor shall not use any of the MLS Database in providing services to Participant and/or its former subscribers.

7. Vendor acknowledges that from time to time GE MLS may make changes to its IDX rules and policies and may also make changes that impact the software or programs developed by Vendor for Participant. Although it is the policy of GE MLS to notify its Participants and their vendors through a general notice of proposed changes prior to implementation, no guaranty is made that any advanced notice will be given to Vendor.

8. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees together with any other costs incurred by reason of that action or proceeding, in addition to any other relief to which it or they may be entitled. This Agreement shall be governed by and construed according to the laws of the State of California. This Agreement is entered into in Bakersfield, California.

**IN WITNESS WHEREOF**, the undersigned Vendor hereby agrees to all the terms conditions set forth in this Agreement.

**Constellation Web Solutions**

By:     *Dan Dlh*      
(Vendor, signature)

Date: \_\_\_\_\_

Name:     Dan Dlh      
(print name)

Title:     Data & Compliance Manager

**Exhibit "1"**

The undersigned, a participant the MLS operated by Golden Empire MLS, Inc. ("GE MLS"), has entered into a contract with the vendor named below (the "Vendor") to provide computer software programming and services relative to the display of IDX listing information on the internet website maintained by the undersigned and/or its agents who are subscribers to the MLS. The undersigned hereby requests that Vendor be provided access to certain MLS information in order to provide the computer programming and services to the undersigned.

**Constellation Web Solutions**

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
(signature of Broker/MLS participant)

\_\_\_\_\_  
(Print Name of Broker/Participant)

Date \_\_\_\_\_

\_\_\_\_\_  
(Print Title)