



Dear Ocala MLS Participant (Broker),

Thank you for your request for an IDX feed. Attached is the IDX agreement that will need to be completed and returned prior to processing your IDX request. Please note that all agreements must be signed and can be emailed to darlene@omcar.com. Copies of your agreement will be emailed upon request.

IDX Checklist:

1. Page 1 – complete with brokerage and vendor/consultant names (no agents names on this page)
2. Page 11 – Select the Option and List Names of Agents (if Individual Agent(s) Box is Check
3. Page 12 – complete with Broker signatures (no agent signatures will be accepted)
4. Page 12 – complete with URL for applicable website
5. Page 12 – complete with Vendor/Consultant signatures
6. Complete Order Form page 14
7. ALL PAGES OF AGREEMENT MUST BE RETURNED

Please contact Ocala MLS Staff with any questions you might have at (352) 629-7077 or email Darlene Yonce at darlene@omcar.com.

Sincerely,

Darlene Yonce,

Association Executive

**OCALA/MARION COUNTY MULTIPLE LISTING SERVICE, INC.
IDX AGREEMENT**

This Ocala/Marion County Multiple Listing Service, Inc. IDX Agreement (this "Agreement") is made effective as of the _____ day of _____, 201__ (the "Effective Date") by and between the Ocala/Marion County Multiple Listing Service, Inc. ("OMCMLS"), a Florida Corporation; and _____, a _____ (the "Company"); and Constellation Web Solutions, a Delaware Corp (the "Consultant"), if any.

RECITALS

WHEREAS, OMCMLS owns and operates a database compilation of data, text and images about real estate offered for sale, or that has sold, (the "MLS" as defined below) which OMCMLS maintains for the benefit of the real estate brokers, sales agents, and appraisers who participate or subscribe to OCMLS.

WHEREAS, OMCMLS has promulgated the Rules (as defined below) which all authorized MLS Participants and Subscribers (as defined below) must follow;

WHEREAS, Company desires to obtain and OMCMLS desires to provide certain information from the MLS for display on the Company's web site, including information about properties actively listed with other real estate brokerage companies that are Participants in the MLS; and

WHEREAS, Company may desire to engage other companies or individuals who are not employees of Company (collectively, the "Consultant") to perform data downloading, manipulation, and formatting of the Compilation Data (as defined below) and the IDX Data (as defined below), including programming and web design, for the exclusive use by Company for the purposes authorized by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this Agreement, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

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

1.1 Confidential Information shall have the meaning set forth in Section V.

1.2 Compilation Data shall mean any and all data entered into the MLS by Subscribers, including data relating to real estate for sale or lease, previously sold or listed for sale or lease, and data relating to Subscribers.

1.3 Company shall have the meaning set forth in the first paragraph of this Agreement.

1.4 IDX Data shall mean that portion of the current Compilation Data consisting of the aggregate compilation of all active listings of all IDX Brokers but excluding those listings which the property seller has affirmatively opted out of Internet publication on the applicable listing agreement,

or the IDX Broker has affirmatively opted out of Internet publication by completing the applicable OMCMLS opt-out form.

1.5 IDX Broker shall mean a Participant who gives permission to other Participants to display the Participant's active listings on the other Participants' web sites in return for such other Participants' permission to display their listings on Participant's web site.

1.6 Multiple Listing Service or MLS shall mean a means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. The term "Multiple Listing Service" or "MLS" may also include the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale, lease and appraisal of real property.

1.7 Participant shall mean any designated real estate broker that purchases access to the MLS from OMCMLS.

1.8 Rules shall mean the OMCMLS Rules and Regulations, including any operating policies or terms of other governing documents, all as promulgated and amended from time to time by OMCMLS, and which relate in any manner to the IDX Data and IDX Brokers.

1.9 Subscriber shall mean non-principal brokers, sales associates, and licensed and certified appraisers, each of whom must be affiliated with a Participant of the MLS.

ARTICLE II OMCMLS OBLIGATIONS

2.1 License. During the term of this Agreement, OMCMLS grants to Company a nonexclusive, non-transferable license to use and display the IDX Data for internal purposes of the Company, and for the Company to provide access to such IDX Data to Company's customers via Company's website for the sole purpose of selling real estate as permitted by, and pursuant to, the Rules, all as follows:

- a. display the IDX Data on Company's website;
- b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers from Company's website; and
- c. provide access to any Consultant of the Company to perform, on behalf of Company, data downloading, manipulation, and formatting of the Compilation Data and IDX Data, including programming and web design for the sole purposes authorized by this Agreement.

2.2 Data. During the term of this Agreement, OMCMLS agrees to provide to Company and the Consultant:

- a. the IDX Data via Real Estate Transaction Standards ("RETS") or through an Application Programming Interface (API), under the same terms and conditions OMCMLS offers to other Participants;

b. a minimum of fourteen (14) 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 that apply to IDX.

ARTICLE III COMPANY'S OBLIGATIONS

3.1 Rules. Company shall comply with the Rules at all times.

3.2 Ownership of Data. Company acknowledges and confirms OMCMLS's ownership of the copyrights and all other intellectual property rights in the Compilation Data and the IDX Data and agrees not to challenge such ownership in any manner. Company understands and agrees that the Compilation Data and the IDX Data are jointly and severally valuable proprietary commodities and trade secrets of OMCMLS embodying substantial creative efforts and confidential information, ideas, and expressions all of which constitutes intellectual property that is vested in OMCMLS. Company agrees to use reasonable efforts to safeguard the Compilation Data and the IDX Data from unauthorized use directly or indirectly related to Company's possession or use of, or access to, such data. Company will not provide or authorize access to, nor disclose, any of the Compilation Data or IDX Data to any third party directly or indirectly, other than to Consultants for the express purposes authorized by this Agreement.

3.3 Confidential Information. Company agrees to comply, and cause its officers, directors, employees, agents and representatives to comply, with the requirements relating to Confidential Information set forth below. In the event that Company desires to make the IDX Data or the Confidential Information available to a third party for the express purposes authorized by this Agreement, Company agrees to require such third party to execute this Agreement and become a Consultant, and delivery of such executed Agreement shall be a condition precedent to OMCMLS's obligations to furnish any data to such third party.

3.4 Company Information. Company shall notify OMCMLS within five (5) business days of any change to the information relating to Company on the Company Information and Signature page below.

3.5 Modifications to Content. Company agrees not to modify any content of the Compilation Data or the IDX Data, other than with respect to property listed with the Company, without the prior written approval of OMCMLS, which approval may be granted or withheld at the sole discretion of OMCMLS.

3.6 Participant Status. Simultaneously with or prior to submitting this Agreement to OMCMLS, the authorized broker for the Company agrees to become an IDX Broker in accordance with the procedures set forth in the Rules.

ARTICLE IV CONSULTANT'S OBLIGATIONS

4.1 Ownership of Data. Consultant acknowledges and confirms OMCMLS's ownership of the copyrights and all other intellectual property rights in the Compilation Data and the IDX Data and agrees not to challenge such ownership in any manner. Consultant understands and agrees that the Compilation Data and the IDX Data are a valuable proprietary commodity and trade secret of

OMCMLS embodying substantial creative efforts and confidential information, ideas, and expressions all of which constitutes intellectual property that is vested in OMCMLS. Consultant agrees to use reasonable efforts to safeguard the Compilation Data and the IDX Data from unauthorized use directly or indirectly related to Consultant's possession or use of, or access to, such data. Consultant will not provide or authorize access to, nor disclose, any of the Compilation Data or the IDX Data to any third party directly or indirectly, other than to Company for the express purposes authorized by this Agreement.

4.2 Confidential Information. Consultant shall comply, and cause its officers, directors, employees, agents and representatives to comply, with the requirements relating to Confidential Information set forth below.

4.3 Modifications to Content. Consultant shall not modify any content of the Compilation Data or IDX Data without the prior written approval of OMCMLS, which approval may be granted or withheld at the sole discretion of OMCMLS.

4.4 Consultant Information. Each Consultant shall notify OMCMLS within five (5) business days of any change to the information relating to the Consultant on the Consultant Information Signature page below.

ARTICLE V CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

5.1 Confidentiality and Nondisclosure. For purposes of this Agreement, the term "Confidential Information" means information (including the Compilation Data and IDX Data) supplied by one party to the other party that is of a confidential or proprietary nature, and which is not: (i) generally known to the public; (ii) obtained from a third party who is not under a legal duty to keep such information confidential; (iii) required to be disclosed in connection with any legal proceeding or otherwise under applicable law; or (iv) specifically permitted to be used in this Agreement. Each party hereby acknowledges and agrees that the disclosure or dissemination to any third party of any Confidential Information could result in substantial harm being incurred by the other party, and each party hereby covenants and agrees that: (A) such party and any and all officers, directors, employees, agents, representatives or other affiliates of such party over which such party has control shall not, directly or indirectly, disclose, disseminate, publish, or permit the disclosure, dissemination, or publication of any Confidential Information, to or for any other person, group, firm, corporation, association or other entity for any purposes whatsoever without the prior written consent of the other party; and (B) such party and any and all other affiliates of such party over which such party has control shall not use, directly or indirectly, any Confidential Information for any purposes whatsoever.

5.2 Rights to Compilation Data and IDX Data. This Agreement will not be construed to grant to Company or Consultant any ownership in the Compilation Data or IDX Data, and Company and Consultant are expressly prohibited from copying, modifying, selling, using, compiling, decompiling or recompiling, marketing or remarketing, reverse engineering, disassembling, commercializing or recommercializing, commingling, distributing, or disseminating the Compilation Data or IDX Data except where specifically authorized by this Agreement or in a separate writing signed by OMCMLS.

5.3 OMCMLS Rights. OMCMLS will retain its rights, title, and interest in any and all portions or parts of the Compilation Data, the IDX Data, the API, and the data feed supplied via a RETS feed or API pursuant to this Agreement. The Compilation Data, IDX Data, the API, the data feed, and any changes, modifications or improvements made to any such data, API or feed by anyone will be and

remain the property of OMCMLS. Company and Consultant agree that without limitation, and worldwide, any and all utility patents, design patents, utility models, mask works, copyrights, derivative works, trademarks, trade secrets, moral rights, sui generis protection, rights of publication, trade dress, state law rights, or any other worldwide intangible or tangible right related to intellectual property (including pending registrations or application thereof, conditionals, continuations, derivatives, re-issues, re-examinations associated therewith), database, inventions, ideas, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, or designs and techniques (“Inventions”) which Company or Consultant may become associated with in work, investigation, or experimentation or in accessing the Compilation Data, the API and IDX Data contemplated under this Agreement, or which incorporates or is based upon, in whole or in part, any of the Compilation Data or IDX Data delivered or disclosed to Company or Consultant constitutes the absolute and sole property of OMCMLS. Company or Consultant will assign or cause to be assigned and does hereby assign fully to OMCMLS, Company’s or Consultant’s right, title and interest in and to any and all Inventions, whether alone or with others, which incorporates or is based upon, in whole or in part, any of the Compilation Data, IDX Data, the API or any such works (whether pursuant to this Agreement or any prior agreement executed between OMCMLS and Company or Consultant). Company and Consultant will disclose all Inventions to OMCMLS promptly and will provide all assistance reasonably requested by OMCMLS in the preservation of OMCMLS’ interest as stated in this Agreement.

5.4 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 OMCMLS, the Company and Consultant will return to OMCMLS all Confidential Information and all other materials provided by OMCMLS to the Company or Consultant. Company and Consultant also agree to erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups.

ARTICLE VI TERM AND TERMINATION

6.1 Generally. The term of this Agreement begins on the “Effective Date” and shall continue in full forces and effect unless terminated in accordance with this Agreement. This Agreement shall thereafter automatically renew for successive one (1) year periods unless terminated in accordance with this Section VI. Company acknowledges and agrees that OMCMLS may review and increase the annual license fee on an annual basis.

6.2 Termination by OMCMLS. Company agrees that OMCMLS may terminate this Agreement at any time in OMCMLS’s sole and absolute discretion upon thirty (30) days’ prior written notice.

6.3 Events of Termination by OMCMLS. The parties agree that this Agreement shall terminate upon the occurrence of any of the following events:

a. OMCMLS’s notice to Company, as set forth above, that this Agreement is terminated.

b. Company provides thirty (30) days’ advance written notice of termination to OMCMLS; however, such termination shall not be effective until at least thirty (30) days from the date the notice is received by OMCMLS. OMCMLS shall not be required to refund any part of the license fee for termination of the Agreement under this paragraph.

c. Upon suspension or termination of Company’s membership and/or privileges as a Subscriber either by OMCMLS or one of OMCMLS’s Shareholder Member Associations for any

reason, including the non-payment of financial obligations (termination under this paragraph shall be immediate and without prior notification). OMCMLS shall not be required to refund any part of the license fee for termination of the Agreement under this paragraph.

ARTICLE VII WARRANTIES AND LIABILITY

7.1 OMCMLS Warranties. OMCMLS warrants that: (i) it has sufficient right and authority to enter into this Agreement and to grant to Company the rights granted under this Agreement; and (ii) to the best of OMCMLS's knowledge and without having conducted independent investigation or inquiry, the OMCMLS Content, as delivered to Company or Consultant by OMCMLS, will not infringe the U.S. Intellectual Property Rights of any other party.

7.2 Company Warranties. Company warrants that: (i) it has sufficient right and authority to enter into this Agreement and to carry out its obligations under this Agreement; (ii) the Company website(s) (exclusive of the OMCMLS Content) will not infringe the U.S. Intellectual Property Rights of any other party; and (iii) the Company website(s) and Consultant's operation thereof will comply with all applicable laws, rules and regulations.

7.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPILATION DATA AND IDX DATA CONTENT AND THE LICENSEE SITES, AS APPLICABLE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, FIRM AND FIRM'S CONSULTANTS EXPRESSLY ACKNOWLEDGE AND AGREE THAT OMCMLS MAKES NO WARRANTY REGARDING THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE COMPILATION DATA AND IDX DATA.

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

ARTICLE VIII INDEMNIFICATION

8.1 Infringement Claims. Company and Consultant agree to indemnify, hold harmless, protect and defend OMCMLS and OMCMLS's officers, directors, shareholders, employees and agents from and against any liability, claim, loss, cost, expense or damage (including reasonable attorney's fees and costs) made against OMCMLS for violation of intellectual property of third parties, which charge or suit is based on Company's or Consultant's modification or alternation of the Compilation Data or IDX Data, or any portion of either.

8.2 Indemnification by Company and Consultant for Other Claims. Company and Consultant agree to indemnify, hold harmless, protect and defend OMCMLS and OMCMLS's officers, directors, shareholders, employees and agents from and against any liability, claim, loss, cost expense or damage (including reasonable attorney's fees and costs) (the "Claims") claimed by a third party

arising out of any act of Company or Consultant or their respective officers, directors, shareholders, employees, agents, contractors or representatives, in connection with the performance of Company's or Consultant's obligations under this Agreement.

ARTICLE IX BREACH

9.1 Company and Consultant Breach. If OMCMLS notifies Company or Consultant of a breach of the Rules or this Agreement and Company and Consultant do not cure such breach within (5)calendar days, OMCMLS may:

- a. immediately terminate this Agreement and any applicable API access or data feed;
- b. impose against the Company any fine, suspension, expulsion or other remedy applicable to a breach of the Rules; and
- c. pursue any and all legal remedies against the Company, the Consultant or both.

ARTICLE X GENERAL PROVISIONS

10.1 Survival. The parties agree that Sections I, III, IV, V, VI, VII, and X shall survive termination of this Agreement.

10.2 Further Assurances. Each party agrees to perform all further acts and execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.3 Excuse of Non-Performance. OMCMLS shall not be liable to Company nor Company liable to OMCMLS for failure to perform its obligations if and to the extent that such failure results from causes beyond reasonable control that interrupt operations. These events, all of which causes hereinafter are called "force majeure," include strikes, lockouts, riots, fires, floods or other weather conditions, natural disasters, acts of God, acts of public enemy, terrorists, or terrorism, or compliance with any regulations, orders or requirements of any duly authorized governmental body or agency. If either party is unable to perform as a result of force majeure, it shall promptly notify the other in writing of the beginning and estimated ending of each such period.

10.4 No Joint Venture. Nothing contained in this Agreement will be construed as creating a joint venture, partnership, or employment relationship between the parties, nor will any party have the right, power, or authority to create any obligation or duty, express or implied on behalf of another party.

10.5 Attorneys' Fees. Should any action at law, in equity, or by way of arbitration be commenced enforce or interpret the term of this Agreement, the prevailing party will be entitled (in addition to such other relief as may be granted or such party is entitled to receive) to reasonable attorney's fees, costs, and necessary disbursements, including any attorney's fees and costs incurred

at every level of appeal, and in enforcing any judgment. The obligation to reimburse amounts incurred in enforcing any judgment shall survive such judgment and will not be deemed merged into any judgment.

10.6 Waiver; Severability. Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce a breach which may thereafter occur. No waiver will be valid against any party to this Agreement unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified in this Agreement. In the event any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will be unimpaired and the parties will substitute a new and enforceable provision of like economic content and effect.

10.7 Assignment. This Agreement is not assignable by Company or Consultant without the express written permission of OMCMLS, which OMCMLS may withhold in its absolute discretion. Any attempted assignment of this Agreement by Company or Consultant in contravention of this Section 10.7 shall be null and void and without any legal force or effect.

10.8 Notices. All notices, requests, consents, and other communications required or permitted under this Agreement will be in writing and will be hand delivered by messenger, courier service or express mail, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt required, addressed to:

to OMCMLS: Ocala/Marion County Multiple Listing Service, Inc.
3105 N.E. 14th Street.
Ocala, FL 34470
Attn: Association Executive

to Company: the address contained on the
Company Information and Signature Page

to Consultant: the address contained on the
Consultant Information and Signature Page

or such other address any party may designate from time to time by notice complying with the terms of this section. Each such notice shall be deemed delivered: (i) on the date delivered if by personal delivery or express mail; and (iii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Provided, however, general notices to Company or Consultant from OMCMLS will be provided to Company or Consultant by OMCMLS via email to the email address contained on the Company Information and Signature Page and the Consultant Information and Signature Page.

10.9 Amendments and Modifications. This Agreement may be amended or modified only by a written instrument signed by all of the parties.

10.10 Choice of Law and Forum; Governing Law; Waiver of Jury Trial. The local laws of the State of Florida, without regard to Florida's choice of law rules, will exclusively govern the interpretation, application, enforcement, performance of, or any other matter related to, this Agreement. OMCMLS, Company, Consultant, and any other party claiming rights or obligations by, through, or under this Agreement, each waive any right they may have under any applicable law to a

trial by jury with respect to any suit or legal action which may be commenced by or against the others concerning the interpretation, construction, validity, enforcement, or performance of, this Agreement or any other agreement or instrument executed in connection with this Agreement. The Circuit and County Courts in and for Marion County, Florida (the "Marion Courts") will be the exclusive forum for any dispute, proceeding, suit, or legal action concerning the interpretation, construction, validity, enforcement, performance of, or related in any way to, this Agreement or any other agreement or instrument executed in connection with this Agreement. In the event any such suit or legal action is commenced by any party, the other parties agree, consent, and submit to the personal jurisdiction of the Marion Courts with respect to such suit or legal action. Each party waives any and all rights under applicable law or in equity to object to the jurisdiction or venue of the Marion Courts.

10.11 Section Headings, Construction. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. Unless specifically noted otherwise, all references to any recital, section, subsection, exhibit or other provision are references to recitals, sections, subsections, exhibits, or other provisions in this Agreement. Where the context so indicates, a word in the singular form will include the plural. The term "include" and similar terms (e.g., includes, including, included, comprises, comprising, such as, e.g., and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.

10.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

10.13 Binding Effect. Each covenant and condition of this Agreement shall be binding on and inure solely to the benefit of the parties to this Agreement and their respective successors, assigns, heirs, and legal representatives, including any entity with which the party may merge or consolidate or to which all or substantially all of its assets may be transferred.

10.14 Entire Agreement. This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement. Despite the foregoing, the parties to this Agreement agree to cooperate, in good faith, each with the other, in order to effectuate the purposes contemplated under this Agreement and to accomplish the intentions of this Agreement. Each of the respective parties will fully cooperate with the other party with respect to the use and enjoyment of the rights and privileges granted under this Agreement to effectuate the foregoing purposes.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

Ocala/Marion County Multiple Listing Service, Inc.

By: _____

Name: _____

Its: _____

Company Information and Signature Page

In granting authorization to my entire office (all office Subscribers) or to individual agents, I understand that I, as authorized broker of the Company, remain fully and personally responsible for the terms and conditions contained in this Agreement and for the data and services that are provided to the Subscribers in my office and to the individual agents and that this authorization does not transfer any of my responsibilities or liabilities as a broker under the Rules.

I agree to all requirements that are set forth in the above referenced Agreement and will comply with all provisions of the Rules and any amendments thereto as may be adopted by OCMLS from time to time. My failure or the failure of any Agents identified below to comply with the terms of this Agreement of the Rules upon notice from OCMLS can result in OCMLS' termination of this Agreement without further notification.

As the Designated REALTOR® or principal broker (Participant) for the Company, I am a Participant in good standing in the OCMLS, hold a valid Florida Real Estate License, and am legally entitled to make or accept offers of cooperation and compensation from other participants in OCMLS. If individual agents are identified below as authorized to receive IDX Services from OCMLS, I certify that such Agent(s) are licensed to my Company under the laws of the State of Florida, and are subscribers in good standing to OCMLS.

If any Agent(s) listed below terminate his/her/their affiliation with the Company, I shall promptly notify OCMLS of such termination, and OCMLS shall terminate any IDX Services being provided to such Agent(s) pursuant to this Agreement. Any further IDX Services to such Agent(s) must be provided pursuant to different agreement entered into by OCMLS with such Agent(s) subsequent principal broker.

Please select only one of the options below:

Entire Office (all office Subscribers) -This authorization grants blanket IDX access to all Subscribers within my office to receive services from stated Consultant (if one is provided) and that they aren't required to frame back to the Company's website (if a Subscriber uses the services of a third party that is not the Consultant, then such third party and the Company are required to execute a separate IDX Agreement):

Individuals Agent(s) -This is to certify that the following agent(s) is/are authorized to receive IDX services provided by stated Consultant (if one is provided) and that they aren't required to frame back to the Company's website (if an agent uses the services of a third party that is not the Consultant, then such third party and the Company are required to execute a separate IDX Agreement):

_____ MLS ID: _____
(Please Print Agent's First & Last Name)

_____ MLS ID: _____
(Please Print Agent's First & Last Name)

NOTE: Please check here and attach additional pages if required.

Company Name: _____ Company MLS ID: _____

Office Manager Name (if applicable): _____ Broker MLS ID: _____

E-mail address: _____

Company Street Address: _____

Company City, ST, ZIP: _____

Company Phone: _____ Fax: _____

Entered into on behalf of Company by

Broker Signature: _____

Print Name: _____

Title: _____ Date: _____

Consultant Information and Signature Page

URL of applicable web site: _____

All Web Sites Must be Reviewed by OMCMLS for Compliance Prior to Launch

Consultant (company or individual) Name: Constellation Web Solutions

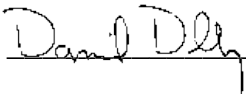
E-mail address: brokersolutions@constellationws.com

Consultant Street Address: 6737 W. Washington Street, Suite 2120

Consultant City, ST, ZIP: Milwaukee, WI 53214

Phone: 425-636-6910 Fax: 866-299-4385

Entered into on behalf of Consultant by:

Signature: 

Print Name: Dan Dlh

Title: Data & Compliance Manager Date: _____

You must enter into this Access to IDX data feed contract with OMCMLS and every real estate broker to which you provide services. If you sign only one and that Company's access to the IDX Data is terminated, you will not be able to get the data for your other clients. New consultants will be contacted with log-in information upon receipt of a complete and signed agreement (see checklist below)

IDX Agreement Checklist:

Page 1 complete with brokerage and vendor/consultant names (no agent names on this page)

Page 11 complete with Broker signatures (no agent signatures will be accepted)

Page 12 complete URL for applicable web site

Page 12 complete with Vendor/Consultant signatures

All pages of agreement returned

OMCMLS Staff Contact Information:

Phone: 352.629.2415_

E-mail: darlene@omcar.com



ORDER FORM

Please email completed form to: darlene@omcar.com

ALL FIELDS REQUIRED:

Company/Office Name

Name

Phone

Email Address

Website Address
Constellation Web Solutions

Web Designers' Name
425-636-6910

Web Designers' Phone
brokersolutions@constellationws.com

Web Designers' Email Address

****Special Authorization*****
RETS data is authorized to be used solely by the user or firm specified below in a single real estate website owned or operated, by or for the user or firm for the specific purpose of making such data available to the general public. Any other unauthorized use, dissemination or distribution of this data to a third party firm or website is strictly forbidden. OMCAR/Ocala MLS at its discretion immediately discontinue service and/or seek other legal remedies for any violations of this authorization.
By signing below I specifically agree to abide by the above agreement and to use said data in the specified manner authorized by the Special Authorization.

User Signature:

Webmaster Signature: *David Dely*

I, _____
(please print name), hereby authorize the
Ocala/Marion County Association Of Realtors® to
charge the products/services/items mentioned
below to my credit card.

CREDIT CARD TYPE: Visa MasterCard Amex
CARDHOLDER NAME:

CREDIT CARD #:

SECURITY CODE #:

EXPIRATION DATE:

NAME AS IT APPEARS ON CARD:

MAILING ADDRESS:

TELEPHONE:

EMAIL ADDRESS:

**PRODUCTS/SERVICES/ITEMS THAT MAY BE CHARGED
TO THIS CREDIT CARD (RECCURING YEARLY):
\$50.00 RETS DATA FEED**

CARDHOLDER'S SIGNATURE:

DATE: _____

Internet Data Exchange (IDX)

Section 18 IDX Defined

IDX affords MLS participants ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. (Amended 05/17)

Section 18.1 Authorization

Participants' consent for display of their listings by other participants pursuant to these rules and regulations must be established in writing. If a participant withholds consent 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 through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display or other electronic forms of display or distribution. (Amended 05/17)

Section 18.2 Participation

Participation in IDX is available to all MLS participants who consent to display of their listings by other participants.

Section 18.2.1

Participants 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. (Amended 05/12)

Section 18.2.2

MLS participants 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. (Amended 05/12)

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers 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) or other electronic forms display or distribution. (Amended 05/17)

Section 18.2.4

Participants may select the listings they choose to display through IDX 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 agency), or the level of service being provided by the

listing firm. Selection of listings displayed through IDX must be independently made by each participant. *(Amended 05/17)*

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. *(Amended 11/14)*

Section 18.2.6

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. *(Amended 05/12)*

Section 18.2.7

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. *(Amended 05/12)*

Section 18.2.8

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 review 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 18.2.9, 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. *(Adopted 05/12)*

Section 18.2.9

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. *(Adopted 05/12)*

Section 18.2.10

An MLS participant (or where permitted locally, an MLS 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. *(Adopted 11/14)*

Section 18.2.11

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. *(Adopted 05/15)*

Section 18.3 Display

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

Section 18.3.1

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. *(Amended 05/12)*

Section 18.2.12

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.* *(Amended 05/17)*

*Display 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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. *(Amended 05/17)*

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. *(Amended 05/12)*

Section 18.3.2

Deleted May 2015.

Section 18.3.3

Deleted May 2017; moved to 18.2.2 (May 2017)

Section 18.3.4

All listings displayed pursuant to IDX shall identify the listing agent.

Section 18.3.5

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 18.3.6

Deleted November 2006.

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. *

*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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)

Section 18.3.8

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. (Amended 05/17)

Section 18.3.9

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/09)

Section 18.3.10

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 18.3.11

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, non-participating brokers, etc.) must display the source from which each such listing was obtained.

Note: An MLS participant (or where permitted locally, an MLS 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. (Adopted 11/14)

*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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)

Section 18.3.12

Display of expired, withdrawn and sold listings* are prohibited. (Amended 11/15)

*Note: If "sold" information is publicly accessible, display of "sold" listings may not be prohibited. (Adopted 11/14)

Section 18.3.13

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.

Section 18.3.14

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. (Amended 05/12)

Section 18.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. *(Amended 05/12)*

Section 18.3.16

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. *(Adopted 11/09)*

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. *(Adopted 11/01, Amended 5/05)*