

NAVARRE AREA BOARD OF REALTORS®

IDX License Agreement

This form must be completed and signed by each broker and agent (if applicable) operating the website stated within this agreement, and a separate form must be completed for each website to be operated.

_____	Constellation Web Solutions
Broker Name	Vendor Company Name
_____	http://constellationws.com
Brokerage Company Name	Vendor Website Address
_____	_____
Agent Name (if applicable)	Brokerage Website Address

This License Agreement (the Agreement) is made and entered into by and between the NAVARRE AREA BOARD OF REALTORS® (hereinafter referred to as NABOR), the real estate firm whose name and contact information appear on the Signature Page of this Agreement designated “Participant Information and Signature” (Participant), and the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement designated “Vendor Information and Signature” (Vendor). Also, if applicable, the agent working for the Participant and who is requesting authorization to have a Website, also noted on the Signature Page as Agent Information.

RECITALS

Participant wishes to obtain, and NABOR wishes to provide MLS Listing Information, as defined in this Agreement, for use on Participant’s Website and no other purpose. Participant wishes to engage Vendor to operate Participant’s website on behalf of Participant and subject to Participant’s supervision, accountability, and compliance with the MLS’s Rules, as defined in Definitions of this Agreement. Vendor wishes to and has or will enter into an agreement with Participant to operate Participant’s website, and seeks to obtain access to the MLS Listing Information for such purpose. In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by NABOR, Participant, Agent (If Applicable) and Vendor agree as follows:

DEFINITIONS

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

a. **Vendor** means an entity or person designated by a Participant to operate a website on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with NABOR IDX Guidelines (attached). For purposes of this Agreement, the Vendor is the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement in the section designated “Vendor Information and Signature.” Additionally, any person or entity that creates and makes available, in any fashion, to any other person or entity, a Website will be considered a Vendor.

b. **MLS Listing Information** means active listing information provided by Participants to NABOR and aggregated and distributed by NABOR to Participants, except for any listing for which the seller has withheld permission to have the listed property displayed on the Internet. “MLS Listing Information” shall

include information relating to properties that have sold only in those jurisdictions in which the actual sales prices of completed transactions are accessible from public records.

c. **MLS Server** means the computer server or servers, including both hardware and software, maintained by the Association which contains the MLS Listing Information and provides or provide the means for Vendor to access the MLS Listing Information.

d. **Participant** means any REALTOR® who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal who participates in the Multiple Listing Service by agreeing to conform to the rules and regulations thereof. For purposes of this Agreement, a “Participant” may also be a non-principal broker or sales licensee affiliated with a principal who operates a VENDOR with the principal’s consent. For purposes of this Agreement, the Participant is the real estate firm or individual whose name and contact information appear on the Signature Page of this Agreement in the section designated “Participant Information and Signature.”

e. **Rules** refer to the MLS rules and regulations, as amended from time to time; the VENDOR Policy; the VENDOR Rules (Schedule A); any applicable access standards and technology standards; and any operating policies relating to the MLS Listing Information.

f. **Website** refers to an MLS participant’s Internet website, through which the participant is capable of providing real estate brokerage services to consumers.

LICENSE

License Grant.

Subject to the terms and conditions of this Agreement, NABOR hereby grants to VENDOR a License to receive from NABOR an electronic data feed of the MLS Listing Information for use solely and exclusively in connection with the display of MLS Listing Information on Participant’s Website.

Limitations on License.

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

License Fees and Payment; Expenses.

In consideration for the License granted under this Agreement, Participant agrees to pay to the association the license fees and other fees described on the attached Schedule B to this Agreement (the Fees). The Fees shall be payable as provided on Schedule B. VENDOR may pay the Fees on behalf of Participant, except that if VENDOR fails to pay any such amounts when due, Participant shall be liable to MLS for such amounts until paid. Participant agrees to pay all costs of collection of all unpaid amounts owing to NABOR under this Agreement, including reasonable attorneys’ fees and costs. Participant shall

be responsible for its own expenses and costs under this Agreement, and NABOR shall have no obligation to reimburse Participant for any expenses or costs incurred by Participant in the exercise of Participant's rights or the performance of Participant's duties under this Agreement.

No Warranties.

THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE MLS LISTING INFORMATION, IS PROVIDED "AS IS," AND, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, NABOR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

COMPLIANCE

Rules.

Participant, VENDOR and Agent (If applicable) hereby acknowledge that the Association has provided each with a copy of the Associations Licensing Rules and Regulations (hereafter called Rules) and agree to be bound by and comply with the Rules (Schedule A).

a. The Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the Rules will govern.

b. MLS may modify the Rules at any time, in its sole discretion. MLS agrees to deliver to Participant and VENDOR any modification of the Rules, and Participant and VENDOR shall comply with such modification not later than five (5) business days after receipt.

Means of Accessing the MLS Listing Information.

Access by VENDOR to the MLS Listing Information shall be exclusively by the means, including the format and method of delivery, designated by NABOR. NABOR may, in their sole discretion and upon thirty (30) days prior written notice to VENDOR, change the means and nature of accessing the MLS Listing Information.

Authorization to Access the MLS Listing Information.

VENDOR hereby acknowledges and agrees that (i) VENDOR has no independent participation rights in NABOR by virtue of this license; (ii) VENDOR shall not use MLS Listing Information except in connection with operation of the VENDOR pursuant to this Agreement; and (iii) access by VENDOR to MLS Listing Information is derivative of the rights of Participant.

Changes to MLS's Server.

NABOR shall not be obligated to make any changes to MLS's Server, including any software running on MLS's Server, the configuration, applicable protocols, or any other aspect of MLS's Server for any reason. Participant and VENDOR acknowledge that the MLS Server, together with access to the MLS Listing Information, may from time-to-time be unavailable to VENDOR, whether because of technical failures or interruptions, intentional downtime for service or changes to the MLS Server, or otherwise. Participant and VENDOR agree that any modification of the MLS Server, any interruption or unavailability of access to the MLS Server, or access to or use of the MLS Listing Information shall not constitute a

default under this Agreement. The Association shall have no liability of any nature to Participant or VENDOR for, and Participant and VENDOR waive all claims arising out of any such modifications, interruptions, availability, or failure of access.

OWNERSHIP

Ownership of Intellectual Property.

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

Trademark License.

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

Proprietary and Other Notices.

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

TERM AND TERMINATION

The term of this Agreement shall commence on the “Effective Date” set forth on the “NABOR Information and Signature Page.” NABOR may, by delivery of written notice to Participant and VENDOR, terminate this Agreement effective immediately upon the occurrence of any of the following events:

- a. VENDOR giving NABOR and Participant written notice of the termination;
- b. Participant giving notice to NABOR that it no longer intends to display the MLS Listing Information on the website;
- c. VENDOR being no longer designated to provide VENDOR services to Participant;

d. Participant ceasing to remain a participant in the NABOR MLS or their service is terminated, suspended or discontinued for any reason, the feed will be cut off immediately (as defined below);

e. VENDOR accessing or downloading data in a manner not authorized for Participants that hinders the ability of Participants to download data;

f. Participant or VENDOR violating a NABOR Policy or NABOR Rule; or

g. Participant or VENDOR failing to make required payments to the NABOR.

VENDOR understands and agrees that “immediate” is in this instance considered to be within one (1) working day. NABOR acknowledges and agrees that it may not suspend or terminate Vendor’s access to data for reasons other than those that would allow NABOR to suspend or terminate Participant’s access to data, or without giving the VENDOR and Participant prior notice of the process set forth in the applicable provisions of the Rules for suspension or termination of Participant’s access.

No Fees, portion of the Fees, or other fees payable by Participant or VENDOR or real estate company under this Agreement will be refunded to Participant or VENDOR or real estate company upon termination of this Agreement for any reason.

WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY

Mutual Representations and Warranties.

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

Indemnification.

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

Limitation of Liability.

TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, NABOR’S ENTIRE AND CUMULATIVE LIABILITY TO PARTICIPANT OR VENDOR, OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR

RELATING TO THIS AGREEMENT, OR THE USE OR DISPLAY OF THE MLS LISTING INFORMATION, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO NABOR UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL NABOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF NABOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REMEDIES

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

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

GENERAL PROVISIONS

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

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

No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between NABOR and its respective Multiple Listing Service (MLS), and VENDOR.
Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.

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

No Assignment. Neither Participant nor VENDOR may assign or otherwise transfer any rights under this Agreement to any party without the prior written consent of NABOR.

Survival. The obligations of Participant and VENDOR set forth under this Agreement shall survive the termination of this Agreement.

Certification. I (we) agree to all the requirements that are set forth herein and will comply with all these Rules – and to any amendments of the Rules which I (we) receive notice. I (we) further understand that if any signatories to this agreement fail to comply with any request by NABOR, our feed will be terminated without further notification.

As the Designated REALTOR® or principal broker (Participant) for the company, I am a participant in the Multiple Listing Service (MLS) of NABOR, hold a current valid real estate license in the State of Florida and offer or accept compensation to and from other Participants. If the VENDOR herein is being authorized for an agent, I certify that the agent is licensed under me, is a member of NABOR and a subscriber in the MLS and holds a current valid real estate license in the State of Florida.

As the Designated REALTOR® I hereby agree to assure NABOR that I (we) nor our VENDOR will not show, give, sell, loan, scrape or in any format use or authorize any use of the MLS information for any reason other than specified in this contract by placing it on one (1) single website, named in this contract, under the rules of the VENDOR program. Any misuse of the information by and/or the result of our feed will constitute a violation and the loss of our participation in the website program.

As the Designated REALTOR® I hereby authorize and will be responsible for the VENDOR listed below who has been retained to accept the feed from NABOR for the “Exclusive” purpose of operating a website on our behalf.

I the Broker have read this document and understand and agree to comply with all aspects of this agreement. If agent information is completed, I understand I am hereby authorizing the agent listed herein to operate a website and accept joint responsibility for same.

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

SIGNATURE PAGE

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

Effective Date: _____

NABOR Information and Signature

Signature

Name, Title

Association Name

Address

City, State, Zip Code

Email Address

Phone Number

Agent Information

Signature

Name, Title

Address

City, State, Zip Code

Email Address

Phone Number

Florida License Number

Participant Broker Information & Signature

Signature

Name, Title

Street Address

City, State, Zip Code

Email Address

Phone Number

Florida License Number

VENDOR Information and Signature



Signature

Dan Dlh, Data & Compliance Manager

Name, Title

Constellation Web Solutions

Company Name

6737 W. Washington Street, Suite 2120

Street Address

Milwaukee, WI 53214

City, State Zip Code

brokersolutions@constellationws.com

Email Address

425-636-6910

Phone Number

207.38.102.*

IP Address

Custom RETS Solution (Wrecks/1.0)

Program Used to Receive Feed

Authorized URL for this Contract

SCHEDULE A

Licensing Rules and Regulations for VENDOR

1. A Participant's VENDOR must protect the MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.
2. A Participant's VENDOR must comply with the following additional requirements:
 - a. No VENDOR shall display listing or property address of any seller who has affirmatively directed its listing broker to withhold its listing or property address from display on the Internet. The listing broker or agent shall communicate to NABOR that a seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a website may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listing or property address of a seller who has determined not to have the listing or address for its property displayed on the Internet.
 - b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that conforms to the NABOR policy.
 - c. Each VENDOR shall refresh MLS data available on the website not less frequently than every 3 days.
 - d. Except as provided elsewhere in this Policy or in NABOR Rules and Regulations, no portion of the MLS database may be distributed, provided, or made accessible to any person or entity.
 - e. A VENDOR may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, or whether the listing broker is a REALTOR®.
6. A Participant who intends to operate a website must notify NABOR of its intention to establish a website and must make the website readily accessible to NABOR for purposes of verifying compliance with this Policy and any other applicable Licensing Rules or Policies.
7. A Participant may operate more than one website itself or through a VENDOR. A Participant who operates a website itself shall not be precluded from also operating websites in conjunction with a VENDOR.
8. A non-principal broker or sales licensee, affiliated with a Participant, may, with the Participant's consent, operate a website or have a website operated on its behalf by a VENDOR. Such a website is subject to the Participant's oversight, supervision and accountability, terms of the Website Policy and NABOR Licensing Rules and Regulations.
9. All websites must clearly display that a listing, not contracted with their company, must have the statement: "This listing is courtesy of name of real estate firm". This must be in the average size font being used on each listing.

SCHEDULE B

Fees and Payment Terms

This fee includes costs of staffing and administering the process to develop, create and manage the RETS program. The costs will not be divided equally between the applicants to the contract but rather will be assessed a non-refundable flat fee based on the number of users per vendor and due annually in advance on or before June 1st for existing recipients or of the service being activated for a new recipient.

PAYMENT:

\$ 200 Annual Administrative Vendor Fee (provides for 1 – 3 users)

Checks should be made payable to:

Navarre Area Board of REALTORS®
1917 Navarre School Road
Navarre, Florida 32566

If you prefer to use a Credit Card (VISA/MC/DISCOVER ONLY)

Type of Card

Name as it Appears on Card

Credit Card Number

Expiration Date

Signature of Card Holder