

Lexington-Bluegrass Association of Realtors
2250 Regency Road Lexington, KY 40503

Adding/Dropping Internet Data Exchange

This form permits you to opt in or out of the Internet Data Exchange program and to indicate you are considered an Internet Data Exchange Participant/Subscriber (IDX). Becoming an IDX does not cost you anything and it does not require you to do anything else. It is only if you wish to display IDX data on your web site that you need to take any further steps.

See the *IDX Broker Informational Packet* for further details. **This form must be filled out completely and signed by the Designated IDX Broker for your office. There are no exceptions.**

Once you have completed and signed this form, please fax or mail it to the address or fax number listed above.

Office Name: _____ Office MLS ID: _____
(For multiple offices, please list each office ID)

Designated IDX Broker: _____ IDX Broker MLS ID: _____

Designated IDX Broker Website address(es): _____

E-mail address: _____

Office Address: _____

City, Zip Code: _____

Office Phone: _____ Office Fax: _____

CHECK ONE OF THESE TWO BOXES. By so doing, you are agreeing to the understandings indicated next to it.

MY FIRM IS AN INTERNET DATA EXCHANGE PARTICIPANT/SUBSCRIBER. I understand that I am hereby giving every other Internet Data Exchange Participant/Subscriber in LBAR permission to advertise my active MLS listings on its own web site, subject to the Rules and Regulations of LBAR's MLS. Other IDXs are not obliged to display my listings. I authorize LBAR to distribute my active listing data to other Internet Data Exchange Participant/Subscribers pursuant to its Rules and policies.

MY FIRM IS NOT AN INTERNET DATA EXCHANGE PARTICIPANT/SUBSCRIBER. I understand that this means that other Internet Data Exchange Participant/Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the IDX program of LBARLS. My firm is not allowed to display the listings of other IDX Brokers unless I receive permission from them individually to do so.

I am the Designated IDX Broker for the MLS office whose ID number first appears above. I represent that I have authority to execute this form on behalf of my own office and all other offices listed above, if any.

BROKER Signature: _____

Date: _____

Broker signature
required

INTERNET DATA EXCHANGE CONTRACT

Access to Internet Data Exchange data feed

Note: This form is a legally binding contract between Broker and Lexington-Bluegrass Association of Realtors. Simultaneously or prior to submitting this contract, you must become an Internet Data Exchange Participant/Subscriber (IDX). See LBAR's *Internet Data Exchange: IDX Broker Information Packet* for further details. **This contract must be filled out completely and signed by an owner of the firm. There are no exceptions.**

When you have completed and signed this contract, LBAR will sign the contract and return a copy to you with information on how to access the data feed.

AGREEMENT

This **AGREEMENT** is made and entered into by and among Lexington-Bluegrass Association of Realtors (**LBAR**),

the real estate firm whose name and contact information appear on the signature page of this **Agreement** designated "Firm Information and Signature" (the "**Firm**"), and

the companies/individuals whose names and contact information appear on the signature pages of this **Agreement** designated "Consultant Information and Signature" (collectively, "**the Consultants**"), if any.

RECITALS

Firm wishes to obtain, and **LBAR** wishes to provide data for **Firm's** web site, including the listing data of other real estate IDX Brokerages participating in the **LBAR** MLS. **Firm** may wish to engage **Consultants**, i.e., other companies or individuals who are not employees of **Firm**, to perform data downloading, manipulation, and formatting, as well as programming and web design.

DEFINITIONS

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

Internet Data Exchange Database or IDX Data: The current aggregate compilation of all active exclusive right to sell listings of all Internet Data Exchange Participant/Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. **LBAR** owns the IDX Data.

Internet Data Exchange Participant/Subscriber or IDX: A Participant/Subscriber who gives permission to other Participant/Subscribers to display its active listings on their web sites in return for their permission to advertise their listings on its web site.

Multiple Listing Service: A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate IDX Brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate IDX Brokers and appraisers in connection with the sale and appraisal of real property.

Rules: The Rules and Regulations of **LBAR's** MLS, as amended from time to time, and any operating policies relating to the IDX Data and IDXs promulgated by **LBAR**.

Participant/Subscriber: Any real estate IDX Broker who is a member in good standing of **LBAR**.

Participant Data: Data relating to real estate for sale, previously sold or listed for sale, including the Internet Data Exchange database, and data relating to Participants entered into **LBAR's** MLS. **LBAR** holds ownership to the Participant data.

LBAR's OBLIGATIONS

1. During the term of this Agreement, **LBAR** grants to **Firm** a license to:
 - a. display the IDX Data on Firm's web site, and
 - b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Firm's web site.
2. During the term of this Agreement, **LBAR** agrees to provide to **Firm** and its **Consultants**:
 - a. access to the IDX Data via the Internet using one of the aforementioned data access means under the same terms and conditions **LBAR** offers to other Participant/Subscribers;
 - b. seven (7) days' advance notice of changes to the file and record formats of the IDX Data; and
 - c. seven (7) days' advance notice of changes to the Rules and Regulations.

FIRM'S OBLIGATIONS

1. **Firm** shall comply with the Rules and Regulations at all times.
2. **Firm** acknowledges **LBAR**'s ownership of the copyrights in the Participant/Subscriber Data and the IDX Data.
3. **Firm** shall comply with the requirements relating to **Confidential Information** set forth below.
4. In the event that **Firm** desires to make the IDX Data or the Confidential Information available to any third party, **Firm** agrees to require such third party to execute this **Agreement** and become a **Consultant**.
5. If **LBAR** notifies **Firm** of a breach of the Rules and Regulations or this **Agreement**, and **Firm** does not immediately cure such breach, **Firm** agrees that **LBAR** may seek cure from the firm or firms consultants.
6. **Firm** shall notify **LBAR** within five (5) business days of any change to the information relating to **Firm** on the Firm Information and Signature page below.

CONSULTANT'S OBLIGATIONS

1. If **LBAR** notifies **Firm** of a breach of the Rules and Regulations or this Agreement, and **Firm** does not immediately cure such breach, **LBAR** may contact **Consultant** to cure any such breach that is within **Consultant**'s control. **Consultant** agrees to cooperate with **LBAR** and act immediately upon notification by **LBAR** of an uncured breach by **Firm**.
2. **Consultant** acknowledges **LBAR**'s ownership of the copyrights in the Participant/Subscriber Data and the IDX Data.
3. **Consultant** shall comply with the requirements relating to Confidential Information set forth below.
4. **Consultant** shall notify **LBAR** within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

CONFIDENTIAL INFORMATION

"**Confidential Information**" is information or material proprietary to **LBAR**'s MLS or designated "confidential" by **LBAR** and not generally known to the public and that **Firm** or **Consultant** may obtain knowledge of or access to only as a result of access under this **Agreement**.

Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):

1. all Participant/Subscriber Data, except the IDX Data to the extent to which this **Agreement** and the Rules and Regulations permit its disclosure;
2. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
3. software, source code, object code, diagrams, flow charts;
4. techniques, procedures;
5. IP addresses, access codes and passwords; and
6. any information that **LBAR** obtains from any third party that **LBAR** treats as proprietary or designates as **Confidential Information**, whether or not owned or developed by **LBAR**.

Exceptions.

The **Confidential Information** does not include information that:

1. is in the public domain at the time of disclosure;
2. is known to the **Firm** or **Consultant** at the time of disclosure;
3. is used or disclosed by the **Firm** or **Consultant** with the prior written consent of **LBAR**, to the extent of such consent;
4. becomes known to the **Firm** or **Consultant** from a source other than **LBAR** without IDX breach of this **Agreement** by the **Firm** or **Consultant** and provided that such source is not known by the Firm or **Consultant** to be bound by a confidentiality agreement with **LBAR**; or
5. is required to be disclosed by judicial order or other compulsion of law, provided that the **Firm** or **Consultant** provides to **LBAR** prompt notice of any such order.

Title. The **Firm** or **Consultant** acknowledges that title to the **Confidential Information** remains at all times with **LBAR** or with the third parties in whom title existed prior to this **Agreement** or prior to disclosure by **LBAR**.

Restrictions on Use – Scope of Use. The **Firm** or **Consultant** will use or access the **Confidential Information** only as expressly permitted under this **Agreement** and the Rules and Regulations and the **Firm** or **Consultant** will not use its access or the **Confidential Information** for any other purpose. The Firm or **Consultant** will employ measures to protect the **Confidential Information** from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

Restrictions on Use – Unauthorized Uses. The **Firm** or **Consultant** will not make copies of the **Confidential Information**. The **Firm** or **Consultant** will not directly or indirectly disclose, display, provide, transfer or otherwise make available the **Confidential Information** to any person or entity, unless the **Firm** or **Consultant** has received prior written consent of **LBAR** to do so. At no time and under no circumstances will the **Firm** or **Consultant** reverse engineer, decompile, or disassemble any software constituting part of the **Confidential Information**. The **Firm** or **Consultant** will not incorporate the **Confidential Information** into any other work or product.

Restrictions on Use – No Third Party Access. Only the **Firm** or **Consultant**'s own employees will access the **Confidential Information**. The **Firm** or **Consultant** will not provide access to the **Confidential Information** to third parties, including consultants or independent contractors, without prior written consent from **LBAR**. If **LBAR** grants consent, the **Firm** or **Consultant** will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this **Agreement** on the **Firm** or **Consultant**.

Restrictions on Use – Location restriction. The **Firm** or **Consultant** will not remove the **Confidential Information** from its principal place of business without **LBAR**'s prior written consent. In the event **LBAR** grants consent, the **Firm** or **Consultant** is not relieved of any of its obligations under this **Agreement**.

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 **LBAR**, the **Firm** or **Consultant** will return to **MLS** all **Confidential Information** and all other materials provided by **LBAR** to the **Firm** or **Consultant**. The **Firm** or **Consultant** will also erase, delete, or destroy any **Confidential Information** stored on magnetic media or other computer storage, including system backups. Upon the request of **LBAR**, an officer of the **Firm** or **Consultant** will certify in writing that all materials have been returned to **LBAR** and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

The term of this **Agreement** begins on the "Effective Date" set forth on the "LBAR Information and Signature Page" below. **LBAR** has the right at any time and in its sole discretion to terminate this **Agreement**. This **Agreement** shall terminate upon the occurrence of any of the following events:

- a. **LBAR**'s notice to **Firm** that this **Agreement** is terminated.
- b. **Firm**'s notice to **LBAR** that it no longer intends to display IDX Data on its web site.
- c. Termination of **Firm**'s privileges as a Participant/Subscriber of **LBAR**'s Multiple Listing Services.

GENERAL PROVISIONS

Survival of Obligations. The obligations of **Firm** set forth under "Firm's Obligations" above and the obligations of **Consultants** under "Consultants' Obligations" above shall survive the termination or expiration of this **Agreement**.

LBAR's Remedies. Because of the unique nature of the Participant/Subscriber Data and **Confidential Information**, **Firm** and **Consultants** acknowledge that **LBAR** would suffer irreparable harm in the event that any of them breaches its obligation under this **Agreement**, and that monetary damages would be inadequate to compensate **LBAR** for a breach. **LBAR** is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by **Firm** or **Consultants** or any one of them, without showing or proving any actual damages sustained by **LBAR**.

Attorney's fees. If **LBAR** prevails in any action to enforce or interpret this **Agreement** or any provision hereof, the party against whom enforcement or interpretation was sought will pay **LBAR**'s reasonable attorney's fees and costs for such legal action.

Limitation of Liability. **LBAR**'s liability to **Firm** and **Consultants** for damages under this **Agreement**, whether in contract or tort, shall be limited to the aggregate amounts paid by **Firm** and **Consultants** to **LBAR**, if any, under this **Agreement**. **Firms** and **Consultants**' only other remedy shall be termination of this **Agreement**. **LBAR** shall not be liable for any incidental or consequential damages under any circumstances, even if **LBAR** has been advised of the possibility of such damages. **LBAR** shall have no liability for inaccuracies in the IDX Data or the Participant/Subscriber Data

Notice. All notices to be given under this **Agreement** shall be mailed, sent via fax, or email to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this **Agreement**.

No Waiver. No waiver or modification of this **Agreement** or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification

No Assignment. Neither **Firm** nor **Consultant** may assign or otherwise transfer any of their rights under this **Agreement** to any party without the prior written consent of **LBAR**.

Entire Agreement. This **Agreement** contains the full and complete understanding of the parties regarding the subject matter of this **Agreement** and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules and Regulations are expressly incorporated into this **Agreement** by reference.

Applicable law. This **Agreement** is governed by and enforced according to the laws of the State of Kentucky.

Firm Information and Signature

Internet Data Exchange Contract entered into on behalf of **Firm** by:

Firm Name _____

Title and Firm's ID Number _____

Designated IDX Broker's Website Address or Addresses _____

Broker signature required

Designated IDX Broker's Name _____

Email Address _____

Designated IDX Broker's Signature Name: _____

Date _____

Request for: _____ MLS _____ Listing company _____ Listing agent

Agent Information and Signature

Internet Data Exchange Contract entered into by:

Agent signature required

Agent Name _____

Agent ID Number _____

Agent's Signature _____

Date _____

Firm Name: _____

Firm MLS ID: _____

Agent E-mail address: _____

Agent's website address: _____

Broker's Authorization for Agent Participation

Broker signature required

Broker's Name _____

Broker's Signature _____

Date _____

Consultant Information and Signature

NOTE TO FIRM: Reproduce this page for each individual/company to whom you intend to provide access to the IDX Data under this Agreement.

Internet Data Exchange Contract entered into on behalf of Consultant by:

Trevor Peterson, MLS Compliance Administrator

Print Name Title

8/24/2013

Signature Date

Consultant (company or individual) Name: Constellation Web Solutions

E-mail address: brokersolutions@constellationws.com (You **must** supply an e-mail address here. This address will be LBAR's principal means of communicating with you for notices under this Agreement.)

6737 W Washington St Ste 2120

Consultant's Address: West Allis, WI 53214

Consultant's website address: www.constellationws.com

Phone: 425-636-6910 Fax: 414-918-9215

**NOTE TO CONSULTANT: Be sure to enter into this Access to IDX data feed contract with LBAR and every real estate IDX Broker to which you provide services.
If you sign only one and that Firm's access to the IDX Data is terminated, you will not be able to get the data for your other clients.**

Please indicate below which access type you prefer:

Feed is for: MLS Broker listings Agent listings

ACCESS TYPE: IDX Link FTP RETS

Broker's Website Address: _____

Agent's Website Address: _____

Consultant's Website Address: www.constellationws.com

Consultants Identified: _____

Listing Office ID: _____

Listing Office Name: _____

IDX Broker or Contact Person: _____

Please e-mail this form to info@lbar.com