

Maine Listings Participant IDX Data Access Agreement

This AGREEMENT is made and entered into by Maine Real Estate Information System, Inc. d/b/a Maine Listings ("Maine Listings"), with offices at 92 Darling Avenue, South Portland, ME 04106; the real estate brokerage firm identified as "Participant Party" on the signature page below ("Participant Party"); and the individuals or business associations identified as "Consultants" on the signature page below, if any ("Consultants").

DEFINITIONS

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

Confidential Information: "Confidential Information" means information or material proprietary to a party or designated "confidential" by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all Maine Listings Data, except to the extent to which this Agreement and the Maine Listings Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that Maine Listings obtains from any third party that Maine Listings treats as proprietary or designates as Confidential Information, whether or not owned or developed by Maine Listings; and (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

Data Interface: The transport protocols and data storage formats provided by Maine Listings for use by Participant Party and Consultants; Maine Listings may modify the Data Interface in its sole discretion from time to time.

Days: Days shall mean Business Days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

IDX: Use and display of portions of the Maine Listings Data under the Internet Data Exchange provisions of the Maine Listings Policies.

Mobile Applications: Any displays of IDX data authorized by Maine Listings Policies and listed in Exhibit A that are not web sites. "Mobile Applications" does not include mass media display of Maine Listings Data.

Maine Listings Data: Data relating to real estate for sale, previously sold, or listed for sale, and to Maine Listings Participants (including text, photographs, and all other data formats now known or hereafter invented) entered into Maine Listings's databases by Maine Listings Participants and Maine Listings, or on their behalf.

Maine Listings Policies: Maine Listings's Rules and Regulations, as amended from time to time, and any operating policies promulgated by Maine Listings. Policies is inclusive of all fees, fines and penalties outlined in the Maine Listings Rules and Regulations, as amended from time to time.

Participant: This term has the meaning given to it in the Maine Listings Policies. For purposes of this Agreement, "Participant" does not apply to participants of MLSs other than Maine Listings. Where applied in this Agreement to Participants other than Participant Party, "Participant" also includes Subscribers affiliated with those Participants for whom the Participants are responsible under the laws of the State of Maine.

Participant Party-Related Persons: Consultants, if any, and employees of Participant Party who are not Subscribers or broker/managers.

Subscriber: Any person holding a real estate license in Maine who is not a Participant but who is subject to a Participant's supervision under the laws of Maine, including those holding sales agent and associate real estate broker licenses.

Second Level Domain: "Second Level Domain" has the meaning given to it in this paragraph. "URL" means a web address, including the "http://" and any material appearing after a slash in the address. "Domain Name" means a URL, less the "http://" and any material appearing to the right of the next slash (/) in the address. (For example, in the URL "Http://janesmith.abcrealty.com/homepage.html", the Domain Name is "JANESMITH.ABCREALTY.COM".) "Top Level Domain" means the portion of the Domain Name to the right of the right-most period. (In the example, "COM".) "Second Level Domain" means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top Level Domain. (In the example, "ABCREALTY.COM".) "Third Level Domain" means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any, plus the Second Level Domain. (In the example, "JANESMITH.ABCREALTY.COM".)

MAINE LISTINGS'S OBLIGATIONS

2. Maine Listings grants to Participant Party a non-exclusive, worldwide license to make copies of, display, perform, and make derivative works of the Maine Listings Data, and the right to sublicense the same to Consultants, during the term of this Agreement, only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement; any other use of the Maine Listings Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. Maine Listings retains all rights not expressly granted herein.

3. Maine Listings agrees to provide to Participant Party and Consultants, during the term of this Agreement, except as otherwise terminated or suspended, (a) access to the Maine Listings Data via the Data Interface under the same terms and conditions Maine Listings offers to other Maine Listings Participants; (b) seven Days' advance notice of changes to the Data Interface; and (c) three Days' advance notice of changes to the Maine Listings Policies. Maine Listings does not undertake to provide technical support for the Data Interface or the Maine Listings Data. The Data Interface, together with access to the Maine Listings Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or Maine Listings Data shall not constitute a default by Maine Listings under this Agreement.

PARTICIPANT PARTY'S OBLIGATIONS

4. Participant Party shall comply with the Maine Listings Policies at all times. In the event of any perceived conflict between the Maine Listings Policies and this Agreement, the Maine Listings Policies shall govern.

5. Participant Party shall use the Maine Listings Data obtained under this Agreement for Participant Party IDX use only. Any other use is strictly prohibited. Participant Party shall not make the Maine Listings Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Participant Party may display the Maine Listings Data on web sites and Mobile Applications only to the extent permitted by the Maine Listings Policies and then only on a site or sites

resident at the Second Level and Third Level Domain(s) and Mobile Applications indicated on the signature page and in Exhibit A of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

6. Participant Party acknowledges that ownership and use rights relating to copyrights in the Maine Listings Data are defined in the Maine Listings Policies or in the terms of the participant and subscriber agreements between Maine Listings and Participant Party, or both. Participant Party shall not challenge or take any action inconsistent with Maine Listings's ownership of or rights in the Maine Listings Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7. If Maine Listings notifies Participant Party of a breach of the Maine Listings Policies or this Agreement and Participant Party does not immediately cure the breach, Participant Party shall hold Consultants harmless from any liability arising from Consultants' cooperation with Maine Listings under Paragraph 10.

8. Participant Party shall pay the fees, if any, that Maine Listings (or its shareholder associations/MLSSs) customarily charges other Maine Listings Participants for data access. Participant Party acknowledges receipt of Maine Listings's current schedule of such fees, if any. Maine Listings may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Participant Party. Participant Party shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

9. Participant Party is surety for Consultants' obligations under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

CONSULTANTS' OBLIGATIONS

10. Consultants shall comply with Maine Listings Policies at all times to the extent Maine Listings policies address Consultants' obligations under this Agreement. Consultants shall immediately correct any breach of this Agreement or violation of the Maine Listings Policies within its control, whether committed by Participant Party or Consultants, upon notice from Maine Listings.

11. Consultants acknowledge that (as among the parties to this Agreement) Participant Party and Maine Listings possess all right, title, and interest in all copyrights in the Maine Listings Data. Consultants shall not challenge or take any action inconsistent with Maine Listings's and Participant Party's ownership of or rights in the Maine Listings Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. Consultants shall not make the Maine Listings Data or the Confidential Information available to any third party, except on behalf of Participant Party and in a manner consistent with Participant Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the Maine Listings Data, whether commercial or personal. **In the event that Consultants provide services to Participants other than Participant Party Consultants must enter separate contracts with Maine Listings. Consultants must ascertain, using the Data Interface on a daily basis, that each Participant to which Consultants provide services remains an eligible Participant. Failure to comply with the provisions of this paragraph, will result in Maine Listings terminating all of Consultants' access to the Maine Listings Data under this Agreement and all similar agreements.** The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

13. Consultants warrant that any effort or use of the Maine Listings Data will not constitute patent infringement of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

14. Consultants shall pay the fees, if any, that Maine Listings customarily charges other Consultants for data access. Consultants

acknowledge receipt of Maine Listings's current schedule of such fees, if any. Maine Listings may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Consultants. Consultants shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

15. Consultants are surety for Participant Party's obligations to pay fees under Paragraph 8, if any. The provisions of the preceding sentence shall survive the expiration or other termination of this Agreement in perpetuity. Consultants shall notify Maine Listings within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address. Consultant shall provide to Maine Listings a quarterly list of Participants to whom Consultant is providing services.

AUDITS OF COMPLIANCE

16. Maine Listings may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Participant Party and Consultants to the extent reasonably necessary to ascertain Participant Party's and Consultants' compliance with this Agreement ("Audit"). Maine Listings may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Participant Party's and Consultants' web sites, Mobile Applications, and systems to ensure that Maine Listings Data is displayed in accordance with the Maine Listings Policies; using all features available to end-users of Participant Party's and Consultants' systems that employ the Maine Listings Data; and posing as consumers to register and test services Participant Party and Consultants make available to consumers using the Maine Listings Data. Maine Listings shall pay the costs it incurs, and the out-of-pocket costs Participant Party and Consultants incur, as part of any Audit; provided, however, Participant Party shall be liable for all costs of any Audit that discloses that Participant Party or Consultants has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

CONFIDENTIAL INFORMATION

17. The parties shall protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if such disclosure is required by law or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

TERM AND TERMINATION

18. The term of this Agreement begins on the date that Maine Listings signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Participant Party's privileges as a Participant in Maine Listings; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 3 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) immediately upon Participant Party's notice to a Consultant that Consultant is no longer designated to provide IDX services to it; (f) 60 days of acceptance by Maine Listings for any selection not activated; and (g) as provided in Paragraphs 28 and 31.

19. In the event Participant Party's privileges as a Participant are terminated while this Agreement is in effect, and Maine Listings subsequently reinstates those privileges, this Agreement shall automatically be reinstated if Maine Listings resumes its obligations under Paragraphs 2 and 3. In the event Participant Party or Consultants breach this Agreement and entitles Maine Listings to terminate under Paragraph 18, Maine Listings may in its sole discretion suspend its performance instead of terminating this Agreement. Maine Listings may make this election by notice to the other parties within three days after the initiation of the suspension. Participant Party's and Consultants' obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Participant Party and Consultants shall make no further use of the Maine Listings Data or any derivative works based on it (except the portions of it relating to Participant Party's own listings) until and unless Participant Party's rights under this Agreement are restored.

GENERAL PROVISIONS

20. **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of Maine, without regard to its conflicts and choice of law provisions.

21. **Survival of Obligations.** The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity. Other provisions shall survive according to their terms.

22. **Maine Listings's Remedies.** (a) Injunctive relief: Because of the unique nature of the Maine Listings Data and Confidential Information, Participant Party and Consultants acknowledge and agree that Maine Listings would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate Maine Listings for a breach. Maine Listings is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Participant Party or Consultants, or any one of them, without showing or proving any actual damages sustained by Maine Listings, and without posting any bond. (b) Liquidated damages: Participant Party and Consultants acknowledge that damages suffered by Maine Listings from access to the Maine Listings Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the Maine Listings Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to Maine Listings to enter into this Agreement, Participant Party and Consultants agree that in the event Participant Party, Participant Party-Related Persons, or Consultants, or its employees, agents, or contractors, disclose any password to access the Maine Listings Data or disclose the Maine Listings Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Participant Party and Consultants shall be liable to Maine Listings for liquidated damages in the amount of \$15,000 for each such disclosure and termination of this Agreement. Liability of Participant Party and Consultants under this paragraph is joint and several. (c) Fines and sanctions: Consultants acknowledge that violations of this Agreement and the Maine Listings Policies shall entitle Maine Listings to certain monetary fines and other sanctions, whether such violations are intentional or unintentional. Participant acknowledges that it is surety for such fines, pursuant to Paragraph 8 herein. The fines and sanctions are outlined in the Maine Listings Policies.

23. **Limitation of liability/exclusion of warranties.** IN NO EVENT SHALL MAINE LISTINGS BE LIABLE TO PARTICIPANT PARTY OR CONSULTANTS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF MAINE LISTINGS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL MAINE LISTINGS BE LIABLE TO PARTICIPANT PARTY OR CONSULTANTS FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT PARTY AND CONSULTANTS HAVE PAID MAINE LISTINGS, IF ANY, IN THE YEAR

IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. PARTICIPANT PARTY AND CONSULTANTS ACKNOWLEDGE THAT MAINE LISTINGS PROVIDES THE MAINE LISTINGS DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY. MAINE LISTINGS SHALL NOT BE LIABLE TO PARTICIPANT PARTY OR CONSULTANTS FOR ANY CLAIM ARISING FROM INACCURACIES IN THE MAINE LISTINGS DATA, ANY FAILURE TO UPDATE THE MAINE LISTINGS DATA PROMPTLY, OR THE MAINE LISTINGS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. MAINE LISTINGS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.

24. **Dispute resolution; Attorney's fees.** In the event Maine Listings claims that Participant Party or Consultants have violated the Maine Listings Policies, Maine Listings may, at its option, resolve such a claim according to the disciplinary procedures set out in the Maine Listings Policies, provided Maine Listings does not also base a claim that Participant Party or Consultants have breached this Agreement on the same facts. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of Maine located in Cumberland County or the federal court of the United States situated therein, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to Maine Listings's disciplinary procedures. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

25. **Indemnification.** Subject to Paragraph 23, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the Indemnified Parties), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. Consultants indemnifies Maine Listings, Participant Party, Subscribers, or customers of Maine Listings, Participant Party, or Subscribers, to whom Consultants provide a product or service using Maine Listings Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim of patent infringement. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

26. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

27. **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.

28. **No Assignment.** No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

29. **Entire Agreement; Amendment.** Subject to Maine Listings Policies, 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, relating to the same. Maine Listings may amend this agreement by providing 30 days' advance notice of the amendment to all other parties; if any party continues to use the Data Interface or the Maine Listings Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

30. **Relationship of the Parties.** The parties hereunder are independent contractors. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of Maine Listings or have any authority to make any agreements or representations on the behalf of Maine Listings. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

31. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

32. **Counterparts.** This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original, faxed or emailed signatures are binding.

(The remainder of this page intentionally blank.)

Maine Listings Participant IDX Data Access Agreement

Under this Agreement, **PARTICIPANT PARTY IS PERMITTED TO WORK ONLY WITH THE CONSULTANTS NAMED HERE.** If Participant Party chooses to engage a different Consultant or additional Consultants, Participant Party must enter into a new version of this Agreement with Maine Listings and each such Consultants. Under this Agreement, **CONSULTANTS ARE PERMITTED TO WORK ONLY WITH THE PARTICIPANT PARTY NAMED HERE.** Consultants may not use data obtained under this Agreement to provide any services to Participants other than Participant Party, or with Subscribers affiliated with Participant Party. Consultants must enter into a new version of this Agreement with Maine Listings and each additional Participant.

If Participant Party will perform its own technical work and there are no Consultants party to this Agreement, Participant Party should cross out the Consultants signature boxes. **This Agreement is for IDX Use Only.**

<p>MAINE LISTINGS: Maine Real Estate Information System, Inc. d/b/a Maine Listings</p> <p>_____</p> <p>Signature</p> <p><u>Catherine A. Libby</u> _____</p> <p>Name</p> <p>Date: _____</p> <p>(effective date of this Agreement)</p> <p>Contact for notices and operations matters</p> <p>Name: <u>Debra Boucher</u> _____</p> <p>Phone: <u>(207) 780-1366</u> _____</p> <p>Email: <u>idxcompliance@mainelistings.com</u> _____</p>	<p>CONSULTANT 1 (Responsible Person)</p> <p>Constellation Web Solutions _____</p> <p>Consultant name</p> <p><u>Dan Dlh</u> _____</p> <p>Signature of owner or officer</p> <p><u>Dan Dlh</u> _____</p> <p>Name of owner or officer</p> <p>Contact for notices and operations matters</p> <p>Name: <u>Dan Dlh</u> _____</p> <p>Phone: <u>425-636-6910</u> _____</p> <p>Email: <u>brokersolutions@constellationws.com</u> _____</p> <p>Mailing: <u>6737 W. Washington Street, Suite 2120</u> _____</p> <p><u>Milwaukee, WI 53214</u> _____</p>
<p>PARTICIPANT PARTY</p> <p>_____</p> <p>Participant Party Name</p> <p>_____</p> <p>Office ID(s)</p> <p>_____</p> <p>Signature of Authorized Representative</p> <p>_____</p> <p>Name of Authorized Representative</p> <p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p> <p>_____</p> <p>Second or Third Level Domain or Mobile Application (IDX Website URL):</p> <p>_____</p> <p>(Specify additional URLs in Exhibit A.)</p>	<p>CONSULTANT 2 (Responsible Person – if applicable)</p> <p>_____</p> <p>Consultant name</p> <p>_____</p> <p>Signature of owner or officer</p> <p>_____</p> <p>Name of owner or officer</p> <p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p>

Name of Consultant hosting the data: Constellation Web Solutions _____

Name of Consultant pulling the data via RETS: Constellation Web Solutions _____

Consultant #1 (listed above) will have access to Maine Listings data: Yes [] No

Consultant #2 (listed above) will have access to Maine Listings data: [] Yes [] No

**Maine Listings
Participant IDX Data Access Agreement
Exhibit A – Additional Requirements**

Additional Domains and Mobile Applications. In addition to the Second and Third Level Domains (IDX Website URL) specified on the signature page Participant Party and Consultant may display Maine Listings Data subject to the terms of this Agreement at the following Second and Third Level Domains (IDX Website URLs) and Mobile Applications- attach additional pages if necessary.

**Maine Listings
Participant IDX Data Access Agreement
Exhibit B – Sold Data**

Participant requests Sold Data be included in the IDX Data Feed: Yes No

In addition to the Maine Listings standard list of IDX fields the following sold data fields will be available via RETS:

- Close Date
- Close Price
- Selling Office MLSID
- Selling Office Name

Maine Listings Participant IDX Data Access Agreement

Fee Schedule and other notices

As consideration for the rights granted to *Consultant* herein, *Consultant* shall pay *Maine Listings* the following fees (collectively, the “*Fees*”).

(a) *Setup Fee*. *Consultant* receiving a *Maine Listings IDX* data feed shall pay *Maine Listings* a “*Setup fee*” of Five Hundred Dollars (\$500.00) for each separate and distinct data feed. **Setup Fee* and initial *quarterly fee* due and payable with this Agreement.

(b) *Quarterly Fees*. *Consultant* receiving a *Maine Listings IDX* data feed shall pay *Maine Listings* a “*quarterly fee*” of One Hundred Dollars (\$100.00) for each separate and distinct data feed. Initial fee due and payable with submission of this Agreement, thereafter on the first day of January, April, July and October during the Term of this Agreement.

i. *Maine Listings* reserves the right to increase the *Quarterly Fee*. If *Maine Listings* increases the *Quarterly Fee*, *Maine Listings* shall provide *Consultant* with email or written notice of such increase at least thirty (30) days prior to the effective date of the increase.

(c) Initial Compliance Review: Failure to submit the website for compliance review by *Maine Listings* staff within 60 days of the effective date of this Agreement will cause this Agreement to be terminated as provided in Paragraph 16(f). To reactivate, Participant Party and *Consultant* will be required to resubmit a new Participant IDX Data Access Agreement including all applicable fees.

(d) Changes to the Site and Penalties: *Consultant* will review the IDX policies of *Maine Listings* and resubmit any site change involving IDX data or data prior to public activation. Fees, fines and Penalties are outlined in the *Maine Listings Policies*.

This Information Is Required (*)

*Consultant Name (Responsible Person): Constellation Web Solutions - Dan Dlhj

*Address: 6737 W. Washington Street, Suite 2120

*City: Milwaukee *State: WI *Zip: 53214

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

*Responsible Person's Email: brokersolutions@constellationws.com

*Is this a mobile app? Yes No

*If yes, Compatible device options: iPhone Android Windows Blackberry

*If yes, Mobile app download URL: _____

*IP Address of Server Requesting Data: 207.38.102.16

*RETS Application Name: Wrecks/1.0 (me.rets.55876)

*User-Agent Name: Wrecks/1.0

*RETS Version: _____

*Name of Authorized Contact for Billing: Betty Lynch

Consultant Billing Address (If Different from above): 6737 W. Washington Street, Suite 2120

City: Milwaukee State: WI Zip: 53214

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

*Billing Contact's Email: blynch@constellationws.com

Participant's IDX website(s) using or framing a data feed solution **must** be submitted to Maine Listings staff for a compliance review prior to being made public. A development (or staging) site may be used for the compliance review. If a staging site is not available, then the URL provided must be password protected.

Development (Staging) Site URL:

(Ex: <http://complianceetest.abcrealty.com>)
Or, Site is Password Protected: User ID: _____ Password: _____

The IDX Website URL of the IDX Authorized Internet Web site or mobile app **MUST** be noted on Page 4 under "Second or Third Level Domain". **Failure to provide this information will delay processing of this Agreement.**

Email Participant IDX Data Access Agreement (pages 1 through 9 only) to: **processing@mainelistings.com** or fax to (207) 780-1367. **Failure to send to the correct email address (processing@mainelistings.com) could delay the processing of this agreement.**

Additional Information

A message from Maine Listings to those setting up or changing IDX sites using Maine Listings IDX Data:

The following are included for your review and compliance. These are only summaries and excerpts of the complete rules that may be found at www.MaineListings.com/Governance/RulesandRegulations.pdf

Note all Maine Listings rules and policies are subject to change from time to time, and will be updated upon adoption.

- 1) Section of rules related to IDX policies, fines/penalties and fees.
- 2) Summary of IDX violations with corresponding category of fine.

Please contact Maine Listings staff if you have any questions about the meaning or intent of any rule.

SECTION 7 COMPLIANCE WITH RULES

Section 7.1 Compliance with Rules – Authority to Impose Discipline

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a) letter of warning
- b) letter of reprimand
- c) attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d) appropriate, reasonable fine not to exceed \$15,000
- e) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Note: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance.

Section 7.2 Fines and Penalties for Violations

In addition to any other rights and remedies pursuant to the Bylaws, these Rules and Regulations, the End User License Agreement or any other agreement between participant and Maine Listings, the following shall apply to violations of these Rules and Regulations:

	Minor*	Minor-Automatic	Medium**	Major
First Offense within one year	No fine if corrected within the specified time frame	Letter of Warning	Letter of Warning	\$250
Second Offense within one year		\$50	\$250	\$500
Third Offense within one year		\$100	\$500	\$1000
Fourth Offense within one year		\$200	\$1000	\$2000

Fifth Offense within one year		\$400 and referral to the Board of Directors for further consideration	\$2000 and referral to the Board of Directors for further consideration	\$4000 and referral to the Board of Directors for further possible sanctions including possible suspension and/or termination
	* Minor violations not corrected within five (5) business days will then elevate to a Medium violation corresponding offense		** Medium violations not corrected or any fines not paid within five (5) business days then elevate to a Major violation corresponding offense	

In the event of a violation, the Maine Listings Board of Directors shall notify participant of the violation(s) and resulting action(s) required and/or amount of fine(s) assessed in accordance with classification(s) noted above. Upon notification, participant must, within five (5) business days, either: a) make correction, b) pay the fine as noticed, or c) provide written notice that participant would like to participate in a hearing before the Policy Review Committee. If such participant fails to resolve within five (5) business days, Maine Listings will have the right to immediately suspend such participant's (and it's authorized users') access to the MLS until such time as the Policy Review Committee has determined the appropriate penalty and participant has satisfied same.

Section 7.3 Dismissal

Any allegations that participant has violated the rules and regulations and participant provides Maine Listings with executed documents that in Maine Listings sole discretion evidence no violation has occurred, shall be dismissed.

Section 7.4 Categorizing Violations

All violations not specifically categorized in the Bylaws, these Rules and Regulations, the End User License Agreement or any other agreement between Maine Listings and participant may be categorized as Minor, Minor-Automatic, Medium or Major as described above. Maine Listings may consider the practice of a participant as a whole where one or more of participant's offices or authorized users has repeated violations.

Section 7.5 Notification Regarding Violations

Notification of a violation and/or fine may be sent to participants by mail, facsimile and/or email. Notification will be made to the participant and, as applicable, its authorized users. If there is a response from participant's authorized user(s), it will be assumed that the response is with participant's knowledge, consent and authorization. The identity of the complainants shall remain anonymous with data integrity violations.

Section 7.6 Applicability of Rules to Users

All non-participant third parties (including participant's authorized users) will be required to accept the terms and conditions of the End User License Agreement (EULA) prior to accessing and using the MLS. Participants are responsible and accountable for their authorized users' access to and use of the MLS. In the event that an end user fails to abide by the EULA or these Rules and Regulations the affiliated participant shall be subject to sanctions and fines for such violations. Maine Listings' right to impose sanctions and fines on the affiliated participant does not in any way replace or limit Maine Listings' ability to pursue legal and equitable remedies directly from or against any end user violating the EULA or these Rules and Regulations.

Section 7.7 Purging Violation Offense Record

The progressive fine schedule is per user per offense and any rule violation is considered to count as an offense. Fines will be billed to the participant. A one-year term is defined as the Maine Listings fiscal year which is January 1 to December 31. Said violation offense records will be purged on the last day of the calendar year and start anew on the first day of the subsequent calendar year.

Addendum IV

PARTICIPANT MONETARY FINES, FEES AND PENALTIES

Note: Escalation of fines, legal fees and other monetary and non-monetary penalties may apply in addition to the following for continued non-compliance or repeat offenses:

Item	Cost	Basis
Minor Violation:	\$50 and escalates	Days to Correct First (See Section 7.2)
Minor – Automatic Violation:	\$50 and escalates	Automatic
Medium Violation:	\$250 and escalates	Days to Correct First (See Section 7.2)
Major Violation:	\$250 and escalates	(See Section 7.2)
Appeals Filing Fee:	\$250	Non-Refundable

In addition to the above sanctions, Maine Listings may pursue additional legal and equitable remedies for unauthorized access to and/or use of the MLS, including statutory damages under the U.S. Copyright Act (up to \$150,000 per infringement).

END USER MONETARY FINES, FEES & PENALTIES

Note: Escalation of fines, legal fees and other monetary and non-monetary penalties may apply in addition to the following for continued non-compliance or repeat offenses:

Item	Cost	Basis
Minor Violation:	\$50 and escalates	See Section 7.2
Minor – Automatic Violation:	\$50 and escalates	Automatic. See Section 7.2
Medium Violation:	\$250 and escalates	See Section 7.2
Major Violation:	\$250 and escalates	See Section 7.2
Appeals Filing Fee:	\$250	Non-Refundable
Data Misappropriation	Up to \$15,000*	Yes*
Training Reschedule Fee	\$25	Automatic
Subscriber VOW Quarterly Fee	\$200	Per Data feed

*Judicial Remedies for Data Misappropriation and Copyright Infringement: Statutory damages, from \$750 to \$30,000 up to \$150,000 if willful.

CONSULTANT - MONETARY FINES, FEES & PENALTIES

Note: Escalation of fines, legal fees and other monetary and non-monetary penalties may apply in addition to the following for continued non-compliance or repeat offenses:

Item	Cost	Basis
IDX Data feed Setup Fee: (includes consultants for mobile IDX)	\$500	Per Data feed
IDX Data feed Quarterly Fee (includes consultants for mobile IDX)	\$100	Per Data feed
VOW Data feed Setup Fee	\$600	Per Data feed
VOW Data feed Quarterly Fee	\$200	Per Data feed
ListHub Channel Setup Fee	\$1750	Per Data feed
ListHub Channel Monthly Fee	\$250	Per Data feed
Third Party / All User Listings Plus Roster Setup Fee	\$1750	Per Data feed
Third Party / All User Listings Plus Roster Quarterly Fee	\$500	Per Data feed
Third Party - Company Only Listings Plus Roster Setup Fee	\$200	Per Data feed
Third Party - Company Only Listings Plus Roster Quarterly Fee	\$50	Per Data feed
Third Party - More Than One Firm Plus Roster Setup Fee	\$500	Per Data feed
Third Party - More Than One Firm Plus Roster Quarterly Fee	\$200	Per Data feed
Data Misappropriation	Up to \$15,000*	Yes*

*Judicial Remedies for Data Misappropriation and Copyright Infringement: Statutory damages, from \$750 to \$30,000 up to \$150,000 if willful.

Addition to Addendum IV – April 2011
Consultant Violations – Fines and Sanction List
[Note: Other Sanctions are detailed in PDAA]

1. **Revising a reviewed IDX site which creates an IDX violation after compliance review:** Minimum automatic \$1,000 fine per site up to \$7,500 per site depending on number of sites, volume of violations and length of time of violations. Revisions that violate IDX include but are not limited to removing or changing display of listing office name; adding programming such as RSS to IDX database; adding share-with that creates unauthorized single-listing advertising option without listing agent consent; posting individual listings of other companies outside of the IDX search. [Note: All consultants receive notice of changes to IDX Rules when they happen and are expected to comply in timeline provided with the change notice. Maine Listings will review any proposed site revisions of a previously authorized site so cannot excuse changes to sites that are never reported for review.]
2. **Failure to correct a reported IDX violation:** By 5 PM EST on the third (3) business day following notification of the violation, if not corrected fines are \$1,000-\$2,500 per day per site depending on number of sites and number/types of violations not corrected.
3. **Failure to take down an unauthorized site by 5 PM EST on the first Business Day, if required by Maine Listings or requested by Participant:** Automatic fine of \$2,500 increasing by \$1,000-\$2,500 per day based on number of sites and number/types of violations not corrected. In addition, may result in suspension or permanent termination.
4. **Repeat violations:** Consultants who have repeated violations after a first sanction of any type are subject to an additional automatic fine of up to \$5,000 and permanent suspension as a consultant. All sanctions must have been satisfied prior to continuation or reinstatement as a consultant.

SECTION 18 INTERNET DATA EXCHANGE (IDX)

Section 18 IDX Defined

IDX affords MLS participants the 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 listings.

Electronic display subject to this policy means displays on participants' public websites and displays using applications for mobile devices that participants control. For purposes of this policy "control" means participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the participant, and must be presented to the public as being the participant's display. Actual control requires that the participant has developed the display, or caused the display to be developed for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the participant's display will understand the display is the participant's, and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear identification of the name of the brokerage firm under which the participant operates in a readily visible color and typeface, except as otherwise provided for in this policy (e.g., displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules.

Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are allowed on other displays (e.g. social media) but only when linked directly to a fully compliant IDX display that includes all required disclosures.

Section 18.1 Authorization

Participants' consent for display of their listings by other participants pursuant to these Rules and Regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a

listing-by-listing basis). If a participant refuses 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 on IDX sites, 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.

Section 18.2 Participation

Participation in IDX is available to all MLS participants engaged in real estate brokerage who consent to display of their active and sold listings by other participants.

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.

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. **Major violation.**

18.2.3 Listings including property addresses, can be included in IDX displays except where a seller has directed their listing broker 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 of display or distribution. **Major violation.**

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.

18.2.5 Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. Participants displaying sold data may display sold data starting from January 1, 2012. **Major violation.**

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. **Major violation.**

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. **Major violation.**

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 reviews 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. **Major violation.**

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. **Medium violation.**

18.2.10 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.

Section 18.3 Display

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

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. Active listings may be searched and displayed without the requirement that sold listing information be available. Sold listings may be searched and displayed via IDX if and only if the IDX site also allows the searching and display of active listings. Sold listings via IDX may only display fields and/or data as indicated in Exhibit B - Fields for Display of Sold Data on IDX.


18.3.2: Deleted May 2015

18.3.3 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. 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 devices application. When displaying sold listings, an IDX site must clearly identify the listing brokerage and cooperating brokerage firm names in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of any other content. **Major violation.**

18.3.4 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.

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

18.3.6 The Maine IDX Logo together with the following notice must appear on all search results and details pages of the participant’s IDX website and displays:

a) “Listing data is derived in whole or in part from the Maine IDX and is for consumers' personal, noncommercial use only. Dimensions are approximate and not guaranteed. All data should be independently verified. © (current year) Maine Real Estate Information System, Inc. All Rights Reserved.  ”

b) The Maine IDX Logo and disclaimer shall appear at the bottom of all listing pages containing Maine IDX data except as noted below.

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. **Medium violation.**

18.3.7 Maine IDX data may be integrated with other MLS data from another incorporated MLS in order to allow a user to simultaneously search the Maine IDX data and such MLS data via a participant’s IDX website and/or displays. However, at no time may Maine IDX data be co-mingled with exempted listings, open listings or listings that are for sale by the seller of the property (“for sale by owner”), or any other properties that are not acceptable listings. Listings obtained from other sources (e.g., from other MLSs, etc.) must display the source from which each such listing was obtained. 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. **Major violation.**

18.3.8 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. **Major violation.**

18.3.9 – 18.3.11: NOT APPLICABLE

18.3.12 Display of expired, withdrawn and terminated listings is prohibited.

Section 18.4 Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

Section 18.5 Any authorized Internet website that collects or requests information from a user must display the Maine IDX subscriber's privacy policy informing users how the information they provide may be used. **Major violation.**