



Agent IDX Data Access Agreement

## Agent Internet Data Exchange (IDX) Data Access Agreement

**Note: This is a legally binding contract between you, your Designated REALTOR® (DR), IDX Consultant (consultant) and Realcomp.** Simultaneously or prior to submitting this Agreement, your DR must be an Internet Data Exchange Participant (IDXP). **This Agreement must be filled out completely and signed by you, your DR, and your consultant. There are no exceptions.** Once you have completed and signed the contract, scan and email it to [idxsupport@realcomp.com](mailto:idxsupport@realcomp.com) or fax it to Realcomp II Ltd. at 248.553.4244. Realcomp will send information regarding approval and how your consultant may access the data feed.

### AGREEMENT

1. This **AGREEMENT** is made and entered into by and among Realcomp II Ltd. (**Realcomp**), the agent requesting the IDX feed and the Designated REALTOR® under which the agent is licensed whose name and contact information appear on the signature page of the Agreement designated “Agent Information and Signature” (**Agent**) 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

2. Agent wishes to obtain, and Realcomp wishes to provide, data for Agent’s web site or other approved IDX application (collectively, “**IDX Display**”), including the listing data of other real estate brokerages participating in Realcomp. Agent may wish to engage Consultants, i.e., other companies or individuals to perform data downloading, manipulation, and formatting, as well as programming and web design and to further provide an Agent branded and controlled IDX Display for the Agent.

### DEFINITIONS

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

**Agent:** A person with a state license to appraise or represent a buyer or a seller in a real estate transaction that is licensed to a Participant who subscribes to the Realcomp MLS.

**Brokerage:** Collection of offices and licensed Realcomp REALTORS® under the control of a single Participant.

**Internet Data Exchange Database or IDX Data:** The current aggregate compilation of all active listings of all Internet Data Exchange Participants except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract.

**Internet Data Exchange Participant or IDXP:** A Participant who gives permission to other Participants and Agents to display its active listings on their

web sites in return for their permission to advertise their listings on its web site and those of its agents.

**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 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 brokers and appraisers in connection with the sale and appraisal of real property.

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

**Participant:** 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, 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 "Agent Information and Signature."

**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 Realcomp's System by Participants and Realcomp.

#### **REALCOMP'S OBLIGATIONS**

4. During the term of this Agreement, Realcomp grants to Agent a license to:
  - a. display the IDX Data on Agent's IDX Display, and
  - b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Agent's IDX Display.
5. During the term of this Agreement, Realcomp agrees to provide to Agent and their Consultants:
  - a. Access to the IDX Data via the Internet using the Real Estate Transaction Standard ("RETS"), under the same terms and conditions Realcomp offers to other Participants and agents;
  - b. seven (7) days advance notice of changes to the Rules.

#### **AGENT'S OBLIGATIONS**

6. Agent shall comply with the Rules at all times.
7. Agent acknowledges Realcomp Shareholder's copyrights in the Participant Data and the IDX Data.

8. Agent shall comply with the requirements relating to Confidential Information set forth below.
9. In the event that Agent desires to make the IDX Data or the Confidential Information available to any third party, Agent agrees to require such third party to execute this Agreement and become a Consultant.
10. If Realcomp notifies Agent of a breach of the Rules or this Agreement and Agent does not immediately cure such breach, Agent agrees that Realcomp may seek cure from the consultants, or any one of them.
11. Agent shall notify Realcomp within five (5) business days of any change to the information relating to Agent and Office on the Office Information and Signature page and an updated Agent Information and Signature page is required.

### **CONSULTANT'S OBLIGATIONS**

12. If Realcomp notifies Agent and Office of a breach of the Rules or this Agreement and Agent and Office do not immediately cure such breach, Realcomp may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with Realcomp and act immediately upon notification by Realcomp of an uncured breach by Agent.
13. Each Consultant acknowledges Realcomp Shareholder's ownership of the copyrights in the Participant Data and the IDX Data.
14. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
15. Each Consultant shall notify Realcomp within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page.
16. Each Consultant shall validate each and every Agent on a weekly basis to confirm their active status. Consultants shall only provide IDX Display to Agents, Participants and their Brokerage who are currently active with Realcomp.
17. Each Consultant shall provide Realcomp with an updated Realcomp Brokerage and Agent list within the first two weeks of each quarter (Jan, Apr, Jul, Oct) and immediately upon request by Realcomp. The list must identify every IDX Display for each Brokerage and/or Agent, including multiple URLs pointing to the same destination.

### **CONFIDENTIAL INFORMATION**

18. **"Confidential Information"** is information or material proprietary to Realcomp or designated "Confidential" by Realcomp and not generally known to the public, that Office or Consultants or any one of them (the "Receiving Party") may obtain

knowledge of or access to 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):

- a. all Subscriber Data, except the IDX Data to the extent to which this Agreement and the Rules permit its disclosure;
- b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
- c. software, source code, object code, diagrams, flow charts;
- d. techniques, procedures;
- e. IP addresses, access codes and passwords; and
- f. any information that Realcomp obtains from any third party that Realcomp treats as proprietary or designates as Confidential Information, whether or not owned or developed by Realcomp.

19. **Exceptions.** The Confidential Information does not include information that:

- a. is in the public domain at the time of disclosure;
- b. is known to the Receiving Party at the time of disclosure;
- c. is used or disclosed by the Receiving Party with the prior written consent of Realcomp, to the extent of such consent;
- d. becomes known to the Receiving Party from a source other than Realcomp without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with Realcomp; or
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to Realcomp prompt notice of any such order.

20. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with Realcomp or with the third parties in whom title existed prior to this Agreement or prior to disclosure by Realcomp.

21. **Restrictions on Use – Scope of Use.** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party 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.

22. **Restrictions on Use – Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of Realcomp to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.
23. **Restrictions on Use – No Third Party Access.** Only the receiving Party's own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from Realcomp. If Realcomp grants consent, the Receiving Party 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 Receiving Party.
24. **Restrictions on Use – Location Restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without Realcomp's prior written consent. In the event Realcomp grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
25. **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 Realcomp, the Receiving Party will return to Realcomp all Confidential Information and all other materials provided by Realcomp to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of Realcomp, an officer of the Receiving Party will certify in writing that all materials have been returned to Realcomp and all magnetic or computer data has been destroyed.

## **TERM AND TERMINATION**

27. The term of this Agreement begins as of the date Realcomp notifies the Agent, DR and consultant of approval of the request. Realcomp has the right at any time and at its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:
  - a. Realcomp's notice to Office and Agent that this Agreement is terminated.
  - b. Office or Agent's notice to Realcomp that it/they no longer intend to offer an IDX Display.
  - c. Termination of Office's or Agent's privileges as a Subscriber either by Realcomp or the Affiliated Shareholder Association from which Office or Agent subscribes to Multiple Listing Services.
  - d. Termination of IDX Consultant's data access.

## GENERAL PROVISIONS

28. **Survival of Obligations.** The obligations of Office set forth under “Office’s Obligations” above and the obligations of Consultants under “Consultants’ Obligations” above shall survive the termination or expiration of this Agreement.
29. **Realcomp’s Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Office, Agent and Consultant acknowledge that Realcomp 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 Realcomp for a breach. Realcomp 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 Office, Agent or Consultants or any one of them, without showing or proving any actual damages sustained by Realcomp.
30. **Attorney’s Fees.** If Realcomp 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 Realcomp’s reasonable attorney’s fees and costs for such legal action.
31. **Limitation of Liability.** Realcomp’s liability to Office, Agent and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Office, Agent and Consultants to Realcomp, if any, under this Agreement. Office’s, Agent’s and Consultants’ only other remedy shall be termination of this Agreement. Realcomp shall not be liable for any incidental or consequential damages under any circumstances, even if Realcomp has been advised of the possibility of such damages. Realcomp shall have no liability for inaccuracies in the IDX Data or the Subscriber Data.
32. **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 below or such other address of which any party may advise the others in writing during the term of this Agreement.
33. **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.
34. **No Assignment.** Neither Office, Agent nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of Realcomp.
35. **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 are expressly incorporated into this Agreement by reference.
36. **Applicable Law.** This Agreement is governed by and enforced according to the laws of the State of Michigan.

**Internet Data Exchange (IDX) - RETS Access  
Agent Information and Signature**

I choose to participate in the RETS Access option for IDX. Participation in the RETS Access option requires that the Participant to whom the Agent is licensed must "opt-in" for IDX listing display which is available on the Realcomp website (<http://realcomp.moveinmichigan.com/Links/DR-Broker-Links/Listing-Distribution>) from the Links menu, under DR/Broker Links, then Listing Distribution.

Office Name(s): \_\_\_\_\_

Office License Number(s): \_\_\_\_\_

Agent Name(s): \_\_\_\_\_

Agent License Number(s): \_\_\_\_\_

Agent Contact Name: \_\_\_\_\_

Agent Contact E-mail: \_\_\_\_\_

Agent Contact Phone: \_\_\_\_\_

Web Site URL, or other application to be used for display of IDX Data: \_\_\_\_\_

Designated REALTOR® (DR): \_\_\_\_\_

DR License Number: \_\_\_\_\_

DR e-mail address: \_\_\_\_\_

Office Street Address: \_\_\_\_\_

Office City, ST, Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I am the Designated REALTOR® for the office(s) whose license number(s) appears above. I represent that I have authority to execute this form on behalf of my own Agent. I understand that the Agent will be charged \$10.00 per month for RETS Access to IDX data. I also agree to the Realcomp II Ltd. IDX Rules and Regulations as provided.

Designated REALTOR® (DR) Signature: \_\_\_\_\_

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

As the agent whose license number appears above, I understand that I will be charged \$10.00 per month for RETS Access to the IDX data. I also agree to abide to the Realcomp II Ltd. IDX Rules and Regulations as provided and which may be modified.

Agent Signature: \_\_\_\_\_

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

_____ Agent Initials	Initial here if Sold data is also requested. I understand that I will be charged an additional \$5.00 per month for RETS Access to the IDX Sold data beyond any charges detailed above.
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**Access to Internet Data Exchange (IDX) Data  
Consultant Information and Signature – Page 1**

**NOTES TO DESIGNATED REALTOR® and Agent:**

1. *Reproduce this page for each individual/company to whom you intend to allow access to the IDX Data for the Agent listed above under this Agreement.*
2. *This form must also be completed by the Agent if they or the Brokerage is developing and hosting their own IDX website, public mobile application, or other electronic display.*

Consultant Company Name: Constellation Web Solutions

Consultant Address, City, ST, Zip: 6737 W. Washington Street, Suite 2120, Milwaukee, WI 53214

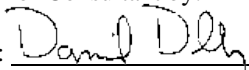
Consultant Company Phone: 425-636-6910 Fax: \_\_\_\_\_

Technical Contact: Joe Wiesner Phone: 425-636-6910 E-mail: brokersolutions@constellationws.com  
*Important: You must supply an e-mail. Email will be Realcomp's principal means of communicating with you for notices under this Agreement.*

RETS Client Software Name: RETS 1.5  
*(must be RETS 1.72, 1.8 or 1.5 compatible)*

RETS Client User Agent: Wrecks/1.0  
*(If the client software doesn't specify then "Mozilla/4.0" will be used.)*

Entered into on behalf of Consultant by:

Consultant Signature:  Title: Data & Compliance Manager

Print Name: Dan Dhy Date: \_\_\_\_\_

Entered into on behalf of the following Agent(s):

Agent Name(s): \_\_\_\_\_

Agent License Number(s): \_\_\_\_\_

(You may attach a separate page with a list of the offices to which this form should apply.)

*(see notes to consultants on next page)*

## Access to Internet Data Exchange (IDX) Data Consultant Information and Signature – Page 2

### NOTES TO CONSULTANT:

1. *Be sure to complete one copy of this Access to IDX Data contract with Realcomp and for every Agent to which you provide services. If you sign only one and that Agent's access to the IDX Data is terminated, you will not be able to get the data for your other clients.*
2. *Remember you must provide Realcomp with an updated Realcomp Participant, Brokerage and Agent list within the first two weeks of each quarter (Jan, Apr, Jul, Oct) and immediately upon request.*
3. *Remember you must pre-validate new Agent customers for IDX Display against RETS and re-validate each and every one on a weekly basis to confirm their active status. You may only provide IDX Display to Agents who are currently active with Realcomp.*
4. *Realcomp has partnered with ListTrac to provide our subscribers with real-time online analytics related to their listings. Realcomp is requiring that the ListTrac monitoring code be included in the listing detail page of all IDX displays. Please register using the following link: <http://realcomp.listtrac.com/admin/register>. After registering/logging in, you will be directed to a "Developers" area that guides you through the implementation steps. If you have any technical questions related to the implementation, please contact ListTrac directly at [support@listtrac.com](mailto:support@listtrac.com).*
5. *Realcomp has partnered with Workforce Resource® to offer its subscribers a service called Down Payment Resource (DPR) that helps connect eligible homebuyers and eligible properties with programs for down payments, grants, closing costs, tax credits and more. Previously integrated into our RCO3 MLS system, now our brokers and agents can also embed this tool into their IDX websites. With Down Payment Resource installed, your own sites can identify for consumer website visitors the same DPR-eligible properties as available in RCO3, enhancing both the end user's experience and brokers' and agents' marketing reach. Our subscribers receive leads from interested consumers, the delivery of which is handled by the DPR system once installed on a broker's or agent's website. Setup is simple and instructions are available at <http://realcomp.moveinmichigan.com/Products-Services/Services-Products/Down-Payment-Resource>. Please use this guide to install the DPR IDX tool for Realcomp subscribers.*

*Realcomp has incorporated the DPR field in RETS. The System Name "DownPaymentResourceYN" is a Y/N lookup that identifies properties that may qualify for down payment programs. For DPR technical assistance please contact [SeanM@DownPaymentResource.com](mailto:SeanM@DownPaymentResource.com).*