

Lawton Board of REALTORS® Inc.
FOR ACCESS TO IDX DATABASE

Lawton Board of REALTORS® Incorporated (LBR) and _____
(Participant, User), a Participant or User of the LBR's Multiple Listing Service (MLS), on this
day of _____, 20____, hereby agree as follows:

I. PARTICIPANT AND USER DEFINED.

Participant: Any principal, partner, corporate partner or branch office manager acting on behalf of the firm's principal(s), and denoted in the LBR's membership database as the 'Designated REALTOR®.'

a. **Participating Firm.** A participating firm is any Participant who does not opt out of the IDX program, and has submitted a signed IDX Participation Form to the LBR's MLS. A participating firm may exclude any individual listing from the IDX database, and all other website displays by written request of the Seller. Participating firms and users do not need to have a website or utilize the IDX database.

b. **Non-Participating Firm.** A Non-Participating Firm is any Participant who has not submitted the IDX Participation Form to the LBR's MLS. Non-participating firms may not access the IDX database or display its contents. Active status listings belonging to Non-Participating Firms shall not be included in the IDX database. Users may not Participant opts-out.

User: Non-principal brokers and sales associates denoted in the LBR's membership database as a REALTOR®.

II. GRANT OF LICENSE.

1. **License to Transfer IDX Information:** LBR hereby grants Participant or User a license to electronically transfer Internet Data Exchange (IDX) data, for a set up fee of \$ 150.00, from LBR's MLS database to the Participants or Users own database (download), beginning as of the date this Agreement is signed, and terminating as specified in this agreement. Set up fee to be paid by Third Party. All program guidelines and rules regarding IDX in the LBR's MLS Rules and Regulations handbook must be adhered to at all times.

2. **IDX Database:** LBR's MLS shall maintain an IDX database. The IDX database shall include all active status listings which are listed with the LBR's MLS on an 'Exclusive Right to Sell' basis only, and are submitted by participating firms, except listings specifically excluded as indicated in Paragraphs (a) and (b) of this section (2), and as indicated in Paragraphs (a) and (b) of Section 11, subsection 6.

3. **Third Parties as Authorized by the Participant and User and by the LBR's MLS.** If the Participant or User elects to use the File Transfer Protocol (FTP) Access, and uses a third party not directly employed by Participant (the 'Third Party') to design, develop,

implement, support, operate, maintain and/or host the Participating Firm's website or User's website (hereinafter referred to as 'Participant's Website' regardless of whether Participant operates the Participant's Website), the Third Party shall be listed and sign this agreement. FTP access codes will be provided to the Participant and User, and may be given to the listed Third party only for use in designing, developing, implementing, and operating the Participant's website. Participant, User, and any Third Party shall be responsible for the protection and security of FTP access codes. Participants, User, and any Third Party shall not use or disclose FTP access codes for any purpose not specifically set forth in this agreement, or in a manner which violates the Rules and Regulations of the LBR's MLS. LBR's MLS shall have no responsibility or liability to any party for the proper performance of services provided by any Third Party to Participant or User. Participant and User each agree that they shall be jointly and severally liable with any Third Party with respect to the breach hereof by such Third Party.

III. ACCESS AND USAGE

1. **Equipment.** Participant or User is responsible for obtaining and configuring all computers, modems, telecommunication connections, and computer hardware and software that may be necessary or useful for accessing the LBR's MLS IDX database, and maintaining a website, and for the proper use hereof.
2. **FTP Access.** If Participant or User uses FTP access to retrieve the IDX database, LBR's MLS will provide access to a File Transfer Protocol Website (FTP site) containing the IDX database in electronic form without formatting and without a search engine. Participant or User must update the IDX database on his website at least once every Fourteen (14) days. Participant or User will be responsible for formatting the IDX database, for providing a search engine, and for complying with all requirements set forth in this agreement.
3. **Access Means.** LBR's MLS reserves the right to modify the method, means, or times of accessing the IDX data, and to modify the form of the IDX database. In the event of an anticipated significant change, as determined in the sole discretion of the LBR's MLS, LBR shall provide Participant or User with written notice prior to the date on which the change is scheduled to occur.

IV. DISPLAY. Participant's or User's website shall comply with the following:

1. Participant's or User's website shall not permit or enable any other entity or person to manipulate, compile, or aggregate the IDX database with any other data.
2. Participant's or User's website shall display only those fields listed in the LBR's MLS Policy. Required fields must be prominently displayed within all listings, in a font size equal to, or greater than the font size used for the optional fields. Font colors used within all listings must be the same on all required and optional fields. Participant's or User's website shall not contain any field not listed on the LBR's MLS Policy.
3. Participant's or User's website shall display only those listings which are in "Active" status within the MLS database.
4. Participant's or User's website shall not enable the IDX database, as a compilation, to

be downloaded or electronically reduced to tangible form. Participant or User shall not re-market, re-sell, re-brand, or release IDX database, in whole or in part. It is the intent of the parties that Participant or User displays the IDX database only for the personal use of the end user, as a buyer or seller of real estate. Consistent with this intent, Participant or User may permit substantially all information from a listing to be downloaded or reduced to tangible form, one at a time, by the end user for his personal use.

5. Participant's or User's website shall contain no links, gateways, or integrated applications, that may be displayed, viewed, heard, accessed, or otherwise encountered simultaneously with the display of the IDX database, without the express written consent of LBR's MLS.

6. Participant or User shall not alter the content of the IDX database in any capacity or manner. All listings in the IDX database must be included in Participant's or User's website with the following exception:

Participant or User may exclude listings displayed in its website to a specific market area using the following fields: Area, Description, County, Zip Code, City or Property Type; provided, however, Participant's or User's Website clearly indicates which specific markets are being displayed.

V. CHANGE OF PURPOSE. Participant or User shall not change the nature or purpose of his website, and shall not display or use the IDX database through any electronic display or other media, other than Participant's website, without the prior written consent of LBR's MLS.

VI. LAWFUL USAGE OF LICENSED DATA. Participant or User shall use the IDX database lawfully.

VII. CONTACT INFORMATION. Participant or User shall provide LBR's MLS with the following contact information prior to obtaining access to the IDX database: Participant's or User's email address, phone number, fax number, and a static source IP; and the domain name where the data will reside (or where the frame will be located). Participant or User shall notify LBR's MLS of any changes to the contact information immediately.

VIII. COMPLIANCE. Participant or User shall be responsible for its website's compliance with this Agreement, and with the LBR's MLS Rules and Regulations, Policies, and Bylaws regardless of any other party's involvement in the management, administration, and operation of Participant's or User's website. LBR's MLS Participant's or Users may report violations or misuse of the IDX database to LBR's MLS for investigation. If the investigation results in a finding of violation, the matter will be brought to the attention of the LBR's Board of Directors for appropriate action.

IX. CONFIDENTIALITY AND DATABASE OWNERSHIP. All knowledge any information regarding the IDX database belong to the LBR's MLS, and is confidential and proprietary in nature. Participant and User warrant that he or she will not challenge, interfere with, or violate LBR's copyright in the IDX database, or disclose such information to any unauthorized party. This obligation to maintain the confidentiality of the information shall survive the termination of this Agreement.

X. LIMITATION OF LIABILITY AND RISK OF LOSS. Participants and users shall be responsible for all risk of loss associated with Participant's and User's website. LBR shall not be liable for any damages resulting from Participant's or User's website. LBR MAKES NO EXPRESSED OR IMPLIED WARRANTIES HEREUNDER INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LBR'S MLS IDX DATABASE VIA USE OF FTP ACCESS IS PROVIDED ON AN 'AS IS,' OR 'AS AVAILABLE' BASIS. USE OF THE IDX DATABASE IS AT THE SOLE RISK OF PARTICIPANT OR USER. LBR'S MLS, ITS LICENSORS, AND THIRD-PARTY INFORMATION SUPPLIERS DO NOT WARRANT THAT LBR'S MLS IDX DATABASE OR FTP ACCESS WILL BE UNINTERRUPTED OR ERROR-FREE. LBR'S MLS, ITS LICENSORS, AND THIRD-PARTY INFORMATION SUPPLIERS DO NOT WARRANT OR GUARANTEE THE ACCURACY, ADEQUACY, COMPLETENESS, CURRENCY, RELIABILITY, OR CONTENT OF THE IDX DATABASE.

XI. FORCE MAJURE. Neither party shall be responsible for any failure or delay in performance under this Agreement if such failure or delay results from circumstances in any way beyond its control including, but not limited to, government regulations, fire, natural disaster, communication line failure, power failure, or act of GOD.

XII. TERMINATION. LBR may, in LBR's sole discretion, terminate the right to transfer information (download) upon written notice to Participant or User. Delivery of such written notice to Participant or User shall constitute delivery to any Third Parties. Either party may terminate this agreement upon 30 days written notice, or upon termination of membership in LBR's MLS, or transfer to inactive status, and Participant or User shall deliver all portions of information theretofore transferred from LBR's MLS database by Participant or User to LBR, or if LBR approves the delivery in writing, to another Participant or User of the LBR's MLS.

XIII. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one Agreement.

_____ EXECUTIVE OFFICER	_____ PARTICIPANT (Broker)
Dated: _____	Dated: _____
_____ USER (Associate or Associate Broker)	_____ <i>Nicole Owen</i> THIRD PARTY
_____ <i>Zurple, Inc.</i> THIRD PARTY COMPANY NAME	
Dated: <u>7/17/12</u>	Dated: _____
Website Address: _____	