

REALTOR® Association of the Sioux Empire, Inc.
Internet Data Exchange Policies and Procedures
(Approved and Adopted 11-14-01, Revised 08/2012)

To the extent that this document supplements REALTOR® Association of the Sioux Empire, Inc. Multiple Listing Service (MLS) Rules and Regulations relating to Internet Data Exchange (IDX), it is a statement of REALTOR® Association of the Sioux Empire, Inc. policy regarding such matters.

Access Methods: Two modes of access are provided by REALTOR® Association of the Sioux Empire, Inc. to utilize the IDX database: framing and download. Each is described more fully in the following pages.

Fees: There is no fee to be an Internet Data Exchange Subscriber (IDX), provided you use one of the standard methods for accessing the data. Any IDX intending to use any other method of framing, downloading and/or updating the IDX database must seek approval of its method from the REALTOR® Association of the Sioux Empire, Inc. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the IDX rules and regulations or in degradation of the performance of any of the REALTOR® Association of the Sioux Empire, Inc. MLS's systems. The use of any other method also requires payment to REALTOR® Association of the Sioux Empire, Inc. Multiple Listing Service of any costs it incurs to provide the access method, including reasonable fees for REALTOR® Association of the Sioux Empire, Inc. staff time.

Definitions: "Internet Data Exchange" is a means by which each Participant subscribing to the program (the "Internet Data Exchange Subscriber" or "IDX") permits the display of its active listings appearing in the MLS on each other's IDX Internet web sites.

The "Internet Data Exchange Database" is the current aggregate compilation of all active exclusive-right to sell listings of all Internet Data Exchange Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing agreement.

Republication of Internet Data Exchange Database on Internet Permitted: An IDX may republish the Internet Data Exchange Database on the Internet in accordance with the following provisions and in keeping with any policies that REALTOR® Association of the Sioux Empire, Inc. may adopt from time to time. Unless expressly contravened by the provisions of this section, all other rules and regulations remain in full force and effect.

Rules and Regulations:

- (a.) An Internet republication of another IDX's listing shall not contain more (but may contain less) information than is contained on the public site, www.homeviewsiouxfalls.com. (Note: You may display ALL information relating to your own listings. This limitation only applies to listings in the IDX Database that are not your own.)
- (b.) In order to be an IDX, a Participant must be actively engaged in providing real estate brokerage services to buyers and sellers in residential real estate transactions.

- (c.) The IDX shall update the information on its Internet web site not less frequently than every three (3) days (Amended 11/09). (Note: REALTOR® Association of the Sioux Empire, Inc. MLS strongly encourages you to update your web site with fresh IDX data DAILY. In the event you choose to update less frequently than daily, REALTOR® Association of the Sioux Empire, Inc. MLS encourages you to place a disclaimer on your web site indicating the frequency of update and the last update date.)
- (d.) An IDX may not modify or manipulate the data relating to another IDX's listing. (Note: This is not a limitation on the design of the site, but refers to actual data. You can do anything you want to (consistent with the Code of Ethics and applicable law) with data relating to your own listings. You can do with other brokers' listings only what these rules permit you to do. You are strictly prohibited from modifying the data in the IDX database from another IDX.)
- (e.) The REALTOR® Association of the Sioux Empire, Inc. approved icon and an explanation that those properties marked with the icon are provided courtesy of the REALTOR® Association of the Sioux Empire, Inc., Inc. MLS Internet Data Exchange Database must appear on the first page where any listing data is displayed.
- (f.) The thumbnail (or "one line") display of another IDX's listing may not include any contact information or branding of the IDX who owns the web site or any of its agents.
- (g.) A thumbnail display may only include the following: text data about the listing property, a photo of the listing property, and "buttons" providing links for additional information.
- (h.) Any search result producing a detailed display of another IDX's listing shall bear that IDX's name, the name of the IDX's firm, and the REALTOR® Association of the Sioux Empire, Inc. MLS copyright notice immediately following the property information. The IDX's name, agency name and copyright notice shall be at least as large as the largest type size used to display the listing data.
- (i.) A detailed display of another IDX's listing may not include any contact information or branding of the Participant who owns the web site or any of its agents within the "body" of the listing data. The "body" is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data. (Note: The prohibition on branding or contact information within the "body" of the listing data is intended to prevent any possible confusion on the part of the consumer as to the source of the listing.)
- (j.) Any result identifying another IDX's listing shall include the disclaimer, "Information Deemed Reliable but Not Guaranteed." (Note: In practice, you may want to display this disclaimer on your own listings as well.)
- (k.) Any Internet web site used for publication of the Internet Data Exchange Database or any portion thereof must be controlled by an IDX and advertised as that IDX's Internet web site.
- (l.) An IDX displaying the Internet Data Exchange Database or any portion thereof shall make reasonable efforts to avoid "scraping" of the data by third parties or displaying of that data on any other web site. Reasonable efforts shall include by not be limited to:
 - a. Monitoring the web site for signs that third party "scraping" data and;

- b. Prominently posting notice that any use of search facilities of data on the site, other than by a consumer looking to purchase real estate, is prohibited. (Note: This section places the burden on you and your web site host to monitor your web site. If it appears that a large number of hits are coming from a particular domain on the web and that these hits may be the result of an automated process designed to “scrape” data from your web site for use somewhere else for a commercial or unauthorized purpose, you must notify the REALTOR® Association of the Sioux Empire, Inc.) and;
 - c. Limiting the number of results from a search query to 50 (fifty) one-line displays per page.
- (m.) An IDXs must make changes to an Internet site necessary to cure a violation of REALTOR® Association of the Sioux Empire, Inc.’s MLS Rules and Regulations within five business days of notice from REALTOR® Association of the Sioux Empire, Inc. of the violation. (Note: The REALTOR® Association of the Sioux Empire, Inc. MLS reserves the right to discontinue the inclusion of the IDXs’s listings in the Internet Data Exchange Database and/or discontinue the data feed you receive without further notice if you do not comply with this requirement. You may also be subject to fines under the MLS Rules and Regulations.)
 - (n.) No portion of the Internet Data Exchange Database shall be used or provided to a third party for any purpose other than those expressly provided for in these rules. (Note: This section expressly prohibits distribution of the IDX Database or any portion of it for ANY purpose other than those expressly permitted in the REALTOR® Association of the Sioux Empire, Inc. MLS Rules and Regulations and/or Policies and Procedures. This includes distribution to other IDXs. In other words, a brokerage firm cannot sell access to the Internet Data Exchange Data to other brokers or any other businesses, whether or not they are participants in the REALTOR® Association of the Sioux Empire, Inc. MLS.)
 - (o.) No portion of the Internet Data Exchange Database shall be co-mingled with any non-MLS listings on the BRS’s Internet web site. (Note: If you take listings from consumers but do not put them into the MLS system they cannot appear on any thumbnail display or as part of any search results with the IDX Database data. If a property in question appears in an MLS other than the REALTOR® Association of the Sioux Empire, Inc. MLS, it may be co-mingled.)
 - (p.) Any IDXs using a third party to develop/design its web site will have a written agreement with that third party in the form prescribed by REALTOR® Association of the Sioux Empire, Inc. MLS. (Note: Third parties gaining access to the IDX Database must sign the standard contract (attached)). Providing a MLS password to an unauthorized recipient is a serious violation of the REALTOR® Association of the Sioux Empire, Inc. MLS Rules and Regulations, punishable by a fine of \$2,000 for each violation.)
 - (q.) Any IDX website must be under the control of a single BRS.
 - (r.) As regards to this policy, sites belonging to agents affiliated with an IDXs are deemed to be owned by the Broker.

Mandatory Disclosures:

These disclosures are required. With the exception of the copyright notices, the examples that appear here are merely suggestions. If you use these suggestions, you will be assured of compliance with applicable provisions of the REALTOR® Association of the Sioux Empire, Inc. MLS Rules and Regulations. However, you may use language of your own choosing as long as it achieves the same objectives.

Explanation of Data Source: Your web site must display a disclosure indicating the source of IDX Database data on your site. The following disclosure, appearing alongside the REALTOR® Association of the Sioux Empire, Inc. approved logo for Internet Data Exchange will satisfy this requirement:

“The data relating to real estate for sale on this web site comes in part from the Internet Data Exchange Program of the REALTOR® Association of the Sioux Empire, Inc., Multiple Listing Service. Real estate listings held by brokerage firms other than [insert your firm name here] are marked with the Internet Data Exchange™ logo or the Internet Data Exchange thumbnail logo (a little black house) and detailed information about them includes the name of the listing brokers.”

Accuracy Disclaimer: Your web site must display a disclosure indicating that data from other IDXs is “deemed reliable but not guaranteed.” Any similar language indicating both that the listing broker believes the data provided to be accurate but that it does not guarantee the data will be acceptable as an alternative. Some examples of acceptable alternatives:

“The broker(s) providing this data believes it to be correct, but advises interested parties to confirm the data before relying on it in a purchase decision.”

OR

“Listing broker(s) has attempted to offer accurate data, but buyers are advised to confirm all items.”

Copyright Notice: Your web site must display the REALTOR® Association of the Sioux Empire, Inc. copyright notice on any detailed listing data of another IDX. **This notice must appear exactly as in one of these two options:**

Option A: “Copyright xxxx REALTOR® Association of the Sioux Empire, Inc., Inc. Multiple Listing Service. All rights reserved.” [Where xxxx is the current year]

Option B: “© xxxx REALTOR® Association of the Sioux Empire, Inc., Inc. Multiple Listing Service. All rights reserved.” [Where xxxx is the current year.] (Note: You may not substitute a “c” in parentheses – “(c)” – for the copyright symbol – “©”. If your web site cannot display the copyright symbol, you must use Option A and spell out the word “Copyright”).

Recommended Disclosures:

Update frequency: If you choose to update data on your web site less frequently than daily, REALTOR® Association of the Sioux Empire, Inc. MLS advises that the site include a disclaimer indicating the frequency and days of update. Alternately, a “Data last updated: xx/xx/xx” on the search page could be effective. This may be wise even if you *do* update daily. It is a violation of South Dakota license law to advertise a property for sale that is not for sale. If you download a listing record on Monday, the property sells on Tuesday, and you don’t update the data until the next Monday, the property will show as available on your site for five days during which it was not available. It is unclear whether this would be a violation of SD license law; in order to be safe, however, the REALTOR® Association of the Sioux Empire, Inc. recommends that you disclose to consumers the frequency of data updates. For example:

On the data search page: “This data is updated not less frequently than every three (3) days. Some properties which appear for sale on this web site may subsequently have sold and may no longer be available.”

On the results page: “This data is up-to-date as of [fill in update date here]. For the most current information, contact [your firm name, phone number, and e-mail address].”

Aggregator Sites:

A listing does not need to be included in the Internet Data Exchange database for it to be transmitted to REALTOR.com, HomeViewSiouxFalls.com, or any other third-party aggregator sites supplied by the REALTOR® Association of the Sioux Empire, Inc. Multiple Listing Service.

Framing:

The REALTOR® Association of the Sioux Empire, Inc. MLS System Vendor will maintain a database containing selected fields of MLS listing information from Brokers who have agreed to participate in Internet Data Exchange and will offer a basic framing solution to be utilized by participants at no charge. Enhancements, including smart framing, are the option and expense of each participating Broker. Enhancements must be approved by the REALTOR® Association of the Sioux Empire, Inc. to ensure that they are in compliance with policy. **Brokers and their Sales Licensees utilizing this method must register the site name with the REALTOR® Association of the Sioux Empire, Inc.**

Download:

The REALTOR® Association of the Sioux Empire, Inc. will provide access to the Rapattoni RETS Server containing selected fields of MLS listing information from Brokers who have agreed to participate in Internet Data Exchange. Participating Brokers utilizing download capabilities will have access to this file at no charge. **Brokers and their Sales Licensees utilizing this method must register the site name with the REALTOR® Association of the Sioux Empire, Inc.** The process and procedure for downloading shall be by such equipment and procedure as may be

determined by REALTOR® Association of the Sioux Empire, Inc. from time to time at its sole discretion.

Force Majeure:

The REALTOR® Association of the Sioux Empire, Inc. will not be responsible for any failure in performance if such failure arises, directly or indirectly, out of causes reasonably beyond the control or foreseeability of the Association, including but not limited to, delay, fault or failure of subcontractors or suppliers of goods or services, common carriers, acts of God, governmental acts, natural disaster, fire, flood or strikes.

Contract: Access to Internet Data Exchange Data Feed (Download)

Note: This form is a legally binding contract between you and REALTOR® Association of the Sioux Empire, Inc. Upon subscription to the RASE Multiple Listing Service your consent for IDX display is presumed and you immediately become an Internet Data Exchange Subscriber (IDX). A Listing Broker must affirmatively notify the RASE MLS that the Listing Broker refuses to permit display (either on a blanket or on a listing-by-listing basis). See REALTOR® Association of the Sioux Empire, Inc. IDX Rules and Policies for further details. **This form/contract must be filled out completely and signed by an owner of your firm. There are no exceptions.** Once you have filled it out and signed it, deliver or fax it to the Association office at 2415 W 57th St, Sioux Falls, SD 57108, FAX: 605-335-8981. RASE MLS staff will contact you or your designated Consultants with information on how to access the RETS Server.

AGREEMENT

1. This AGREEMENT is made and entered into by and among REALTOR® Association of the Sioux Empire, Inc. (“Association”), the real estate firm whose name and contact information appear on the signature page of this Agreement designated “Firm Information and Signature” (“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

2. Firm wishes to obtain, and Association wishes to provide, data for Firm’s web site, including the listing data of other real estate brokerages participating in Association’s 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

3. 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 Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. REALTOR® Association of the Sioux Empire, Inc. owns the IDX data.

Internet Data Exchange Subscriber or IDX: A Subscriber who gives permission to other 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 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 REALTOR® Association of the Sioux Empire, Inc. MLS, as amended from time to time, and any operating policies relating to the IDX Data and IDXs promulgated by REALTOR® Association of the Sioux Empire, Inc.

Subscriber: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from REALTOR® Association of the Sioux Empire, Inc.

Subscriber Data: Data relating to real estate for sale, previously sold or listed for sale, including the Internet Data Exchange Database, and data relating to Subscribers, entered into the Rapattoni MLS system by Subscribers and REALTOR® Association of the Sioux Empire, Inc. RASE owns the Subscriber data.

REALTOR® ASSOCIATION OF THE SIOUX EMPIRE, INC. OBLIGATIONS

4. During the term of this Agreement, REALTOR® Association of the Sioux Empire, Inc. 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.
5. During the term of this Agreement, REALTOR® Association of the Sioux Empire, Inc. agrees to provide to Firm and its Consultants:
 - a. Access to the IDX Data via the Internet using the Rapattoni RETS Server;
 - b. The capability to frame the IDX Data;
 - c. Seven (7) days advance notice of changes to the file and record formats of the IDX Data; and,
 - d. Seven (7) days advance notice of changes to the Rules.

FIRM'S OBLIGATIONS

6. Firm shall comply with the Rules at all times.
7. Firm acknowledges REALTOR® Association of the Sioux Empire, Inc. ownership of the copyrights in the Subscriber Data and the IDX Data.
8. Firm shall comply with the requirements relating to confidential information set forth below.

9. 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.
10. If REALTOR® Association of the Sioux Empire, Inc. notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that REALTOR® Association of the Sioux Empire, Inc. may seek cure from the Consultants, or any one of them.
11. Firm shall notify REALTOR® Association of the Sioux Empire, Inc. within 3 (three) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

CONSULTANT'S OBLIGATIONS

12. If REALTOR® Association of the Sioux Empire, Inc.® notifies Firm of a breach of the Rules of this Agreement and Firm does not immediately cure such breach, REALTOR® Association of the Sioux Empire, Inc. may contact Consultant to cure any such breach that is within the Consultant's control. Consultant agrees to cooperate with REALTOR® Association of the Sioux Empire, Inc. and act immediately upon notification by REALTOR® Association of the Sioux Empire, Inc. of an uncured breach by Firm.
13. Each Consultant acknowledges REALTOR® Association of the Sioux Empire, Inc. ownership of the copyrights in the Subscriber 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 REALTOR® Association of the Sioux Empire, Inc. within 3 (three) business days of any change to the information relating to it on the Consultant Information and Signature page below.

CONFIDENTIAL INFORMATION

16. **“Confidential Information”** is information or material proprietary to REALTOR® Association of the Sioux Empire, Inc. or designated “confidential” by REALTOR® Association of the Sioux Empire, Inc. and not generally known to the public, which Firm 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 REALTOR® Association of the Sioux Empire, Inc. obtains from any third party that REALTOR® Association of the Sioux Empire, Inc. treats

as proprietary or designates as Confidential Information, whether or not owned or developed by REALTOR® Association of the Sioux Empire, Inc.

17. **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 as the time of disclosure;
 - c. is used or disclosed by the Receiving Party with the prior written consent of REALTOR® Association of the Sioux Empire, Inc., to the extent of such consent;
 - d. becomes known to the Receiving Party from a source other than REALTOR® Association of the Sioux Empire, Inc. without breach of this Agreement by the Receiving Party and provided such source is not known by the Receiving Party to be bound by a confidentiality agreement with REALTOR® Association of the Sioux Empire, Inc.; or
 - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provided to REALTOR® Association of the Sioux Empire, Inc. prompt notice of any such order.

18. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with REALTOR® Association of the Sioux Empire, Inc. or with the third parties in whom title existed prior to this Agreement or prior to disclosure by REALTOR® Association of the Sioux Empire, Inc.

19. **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.

20. **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 REALTOR® Association of the Sioux Empire, Inc. 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.

21. **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 for REALTOR® Association of the Sioux Empire, Inc. If REALTOR® Association of the Sioux Empire, Inc. 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.

22. **Restrictions on Use – Location Restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without REALTOR® Association of the Sioux Empire, Inc. s prior written consent. In the event REALTOR® Association of the Sioux Empire, Inc. grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
23. **Termination and Return of Materials.** Within 3 (three) business days of the end of the term of this Agreement or receipt of notice of termination by REALTOR® Association of the Sioux Empire, Inc., the Receiving Party will return to REALTOR® Association of the Sioux Empire, Inc. all Confidential Information and all other materials provided by REALTOR® Association of the Sioux Empire, Inc. 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 REALTOR® Association of the Sioux Empire, Inc., an officer of the Receiving Party will certify in writing that all materials have been returned to REALTOR® Association of the Sioux Empire, Inc. and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

24. The term of this Agreement begins on the “Effective Date” set forth on the “REALTOR® Association of the Sioux Empire, Inc. Information and Signature Page” below. REALTOR® Association of the Sioux Empire, Inc. 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. REALTOR® Association of the Sioux Empire, Inc.’s notice to Firm that this Agreement is terminated.
 - b. Firm’s notice to REALTOR® Association of the Sioux Empire, Inc. that it no longer intends to display IDX Data on its web site.
 - c. Termination of Firm’s privileges as a Subscriber by REALTOR® Association of the Sioux Empire, Inc. MLS.

GENERAL PROVISIONS

25. **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.
26. **REALTOR® Association of the Sioux Empire, Inc. Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that REALTOR® Association of the Sioux Empire, Inc. 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 REALTOR® Association of the Sioux Empire, Inc. for a breach. REALTOR® Association of the Sioux Empire, Inc. 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 REALTOR® Association of the Sioux Empire, Inc.

27. **Attorney's Fees.** If REALTOR® Association of the Sioux Empire, Inc. 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 REALTOR® Association of the Sioux Empire, Inc.'s reasonable attorney fees and costs for such legal action.
28. **Limitation of Liability.** REALTOR® Association of the Sioux Empire, Inc.'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 REALTOR® Association of the Sioux Empire, Inc., if any, under this Agreement. Firms and Consultants' only other remedy shall be termination of this Agreement. REALTOR® Association of the Sioux Empire, Inc. shall not be liable for any incidental or consequential damages under any circumstances, even if REALTOR® Association of the Sioux Empire, Inc. has been advised of the possibility of such damages. REALTOR® Association of the Sioux Empire, Inc. shall have no liability for inaccuracies in the IDX Data or the Subscriber Data.
29. **Notice.** All notices to be given under this Agreement shall be distributed via electronic mail (e-mail) 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.
30. **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.
31. **No Assignment.** Neither Firm nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without prior written consent of REALTOR® Association of the Sioux Empire, Inc.
32. **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.
33. **Applicable Law.** This Agreement is governed by and enforced according to the laws of the State of South Dakota.

Individual Consultant/Web Developer Information and Signature

Note to Consultant: Be sure to enter into this Access to IDX data feed contract with REALTOR® Association of the Sioux Empire, Inc. and every real estate broker to which you provide services.

Consultant – Company Name: Constellation Web Solutions

Consultant – Company Website: http://constellationws.com

Consultant – Contact Person: Dan Dlhy

Consultant – Contact Phone: (425) 636-6910

Consultant – E-mail Address: brokersolutions@constellationws.com
(You **must** supply an e-mail address here. This address will be RASE principal means of communicating with you for notices under this agreement.)

Consultant Street Address: 6737 West Washington Street, Suite 2120

Consultant City, State, Zip: Milwaukee, WI 53214

Means of access requested for client listed below (check one): RETS or SmartFraming

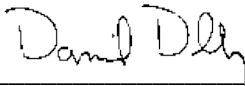
This is for (check one): Mobile App Agent Website Broker/Office Website

If Agent website, please print agent's name: _____

Website Domain (URL): _____

Mobile App Name: _____

Entered into on behalf of Consultant by:



(Consultant Representative Signature)

Dan Dlhy

Data & Compliance Manager

(Print Name)

(Title)

(Date)

Agent Signature: _____

Designated Broker – Print Name and Office: _____

Designated Broker Signature: _____

Internet Data Exchange Subscriber Participation Change Form

This form permits you (a RASE MLS Member Office) to opt in or opt out of the Internet Data Exchange program. Upon subscription to the RASE Multiple Listing Service your consent for IDX display is presumed and you immediately become an Internet Data Exchange Subscriber (IDXs). A Listing Broker must affirmatively notify the RASE MLS that the Listing Broker refuses to permit display (either on a blanket or on a listing-by-listing basis). If you have previously opted out of IDX and again want to opt in, you will again be considered an Internet Data Exchange Subscriber (IDXs). Being an IDXs 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 REALTOR® Association of the Sioux Empire, Inc.'s IDX Policy for more information. **This form is required whenever a member firm wants to opt out of IDX or opt back in to IDX.** Once you have filled it out, deliver or mail it to the Association office, 2415 W 57th St, Sioux Falls SD 57108, Fax: 606-335-8981.

Firm Name: _____

Designated Broker: _____

E-mail address: _____

(If you are becoming an IDXs, you **must** have an e-mail address here. This address will be the Association's primary means of communicating with you about IDX developments.)

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

- MY FIRM IS AN INTERNET DATA EXCHANGE SUBSCRIBER. I understand that I am hereby giving every other Internet Data Exchange Subscriber in REALTOR® Association of the Sioux Empire, Inc. Multiple Listing Service permission to advertise my active MLS listings on their own web site, subject to the Rules and Regulations of REALTOR® Association of the Sioux Empire, Inc. MLS. Other IDXs are not obliged to display my listings. I authorize REALTOR® Association of the Sioux Empire, Inc. to distribute my active listing data to other IDXs pursuant to its Rules and Policies.

- MY FIRM IS NOT AN INTERNET DATA EXCHANGE SUBSCRIBER. I understand that this means that other IDXs 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 REALTOR® Association of the Sioux Empire, Inc. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

I am the Designated Broker for the MLS office whose name appears above. I represent that I have the authority to execute this form on behalf of my own office.

Designated Broker Signature: _____

Date: _____