

Internet Data Exchange (IDX) Solution Agreement

Bryan-College Station Regional Multiple Listing Service, Inc. (B-CSMLS),

(member) _____, a Participant of the

BCSMLS and,

Fill in names of all third party computer experts or consultants ("consultant" used in connection with downloading)

HEREBY AGREE AS FOLLOWS:

1. **GRANT OF LICENSE.** B-CSMLS hereby grants the Participant and Agent a non-exclusive and non-transferable license to electronically transfer information from B-CSMLS' database to the Participant's and Agent's own database ("download") commencing as of the date hereof and terminating as hereinafter specified. The license granted does not authorize Participant to download or transfer any information to any database or location other than Participant's or Agent's own database. Participant and Agent acknowledge that the B-CSMLS's database is the proprietary, copyrighted information of B-CSMLS and that no ownership rights are transferred to Participant, Agent or Consultant except as expressly provided in this agreement.
2. **WARRANTY THAT CONSULTANT IS PARTY TO THE AGREEMENT.** The Participant and Agent hereby warrants that the name(s) of all third party computer experts, consultants, or Internet Service Providers (collectively, "Consultant") who are not employees of the Participant or Agent are listed above as a party to this Agreement.
3. **CONSULTANT NOT TO TAKE INFORMATION FROM PARTICIPANT'S AND AGENT'S POSSESSION:** The Participant and Agent agrees not to permit Consultant to take, and Consultant agrees not to take, any information whatsoever from B-CSMLS database from Participant's and Agent's possession or control either during the time Consultant is performing services for Participant and Agent, or thereafter.
4. **INFORMATION TO BE RETAINED BY THE PARTICIPANT AND AGENT SUBJECT TO B-CSMLS' RULES:** The Participant and Agent agrees to retain in Participant's and Agent's possession all information transferred pursuant to this Agreement, and further agrees that all B-CSMLS Bylaws, Rules and Regulations, and Internet Policies will continue to apply to such information, even though it may be processed by the Participant's and Agent's own computer (as opposed to an online terminal) and in a format different than it appears on B-CSMLS' online system.
5. **DOWNLOADING PROCEDURE:** The process and procedure for downloading shall be by such equipment and procedure as may be determined by B-CSMLS from time to time in its sole discretion.
6. **REPUBLICATION OF DATABASE.** The Participant and Agent may republish all or a portion of B-CSMLS' database in strict compliance with B-CSMLS' then current Rules and policies on an Internet site controlled by the Participant and Agent and advertised as the Participant's and Agent's Internet site.
7. **RIGHT TO TERMINATE LICENSE.** B-CSMLS shall have the right at any time and in B-CSMLS' sole discretion to terminate the right to transfer information (download) without notice. After termination, B-CSMLS shall provide written notice within 3 days to the Participant and Agent. Delivery of such written notice to the Participant and Agent shall constitute delivery of said written notice to Consultant. The Participant, Agent, and Consultant(s) agree to cease downloading upon receipt of such notice.

8. **TERMINATION OF MEMBERSHIP.** Upon termination of membership or transfer to inactive status, the Participant and Agent shall deliver all portions of information theretofore transferred from B-CSMLS' database (downloaded) by the Participant to B-CSMLS.
9. **ORDER OF SIGNATURE OF AGREEMENT.** The Participant, Agent, and all Consultants shall sign this Agreement in triplicate.

DATED this _____ day of _____, _____.

<p>PARTICIPANT SIGNATURE:</p> <p>_____</p>
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<p>THIRD PARTY COMPUTER EXPERTS OR CONSULTANTS: By signing this document, and for good and valuable consideration, the receipt of which is acknowledged, I represent that I am in receipt of a copy of the Bylaws and Rules and Regulations of the Bryan College Station Regional Multiple Listing service, and I agree to abide by and perform all of the obligations regarding the licensed data required by the foregoing agreement and by such Bylaws and Rules and Regulations.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">CONSULTANT SIGNATURE</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">CONSULTANT SIGNATURE</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">CONSULTANT SIGNATURE</p> <p>Contact Info:</p> <p>Name _____ Phone: _____ email: _____</p> <p>Name _____ Phone: _____ email: _____</p>
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<p>BRYAN-COLLEGE STATION REGIONAL MULTIPLE LISTING SERVICE, INC.</p> <p style="text-align: center;">By: _____</p>
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