



Appendix C Application for Data, Broker/Vendor Confidentiality Agreement.

Spokane Association of REALTORS®

1924 North Ash Street
Spokane, WA 99205

In order to provide services for _____ (broker or agent) this application is for _____ Constellation Web Solutions (Vendor) to access the real property database maintained by the Spokane Association of REALTORS® (SAR) Multiple Listing Service. In exchange for allowing access, the aforementioned hereby warrants and makes the following promises:

1. All information contained in these databases is proprietary and remains property of the SAR.
2. Vendor agrees to keep in confidence and trust all proprietary information. I, nor any of this company's employees, will use or disclose any proprietary information or anything relating to it without the written consent of the SAR.
3. Every employee of _____ will execute a Confidentiality Agreement with the following language:

I understand that from time to time in the process of configuring, installing and servicing our programs on the PC's of clients, employees of this company will come into contact with copyrighted, proprietary and/or confidential information of these customers and the Multiple Listing Service of the Spokane Association of REALTORS®.

I further understand that my sole reason for coming into contact with this copyrighted and proprietary information is to allow employees to configure or install equipment, or otherwise service the Spokane Association of REALTORS® members, and that I may make no use of this information except to configure or install equipment and/or provide services for these members such as creating and maintaining a Broker's web site.

In the event that any data shared may include confidential and/or proprietary information, I will not retain, nor make any use of this information other than for the purposes enumerated above, unless specifically authorized in writing to do so.

I understand SARMLS members are required to first obtain authorization from the SARMLS before accessing the MLS database with any software programs, and I shall engage in no activities which might compromise these customers obtaining this permission before accessing the SAR Multiple Listing Service data.

4. Broker and Vendor hereby consents to and waives any and all claims against the Spokane Association of REALTORS®, now existing or hereafter arising, relating to SARMLS delivering to Broker any or all of such data.
5. Daily files include text and photos. An initial one time file containing photos of all active listings will be scheduled. Daily files will include a complete text file and new or changed photo file for the prior day. A charge may be incurred for additional requests for the full photo database.
6. A one time set up fee of \$200 must be submitted with this application. Thereafter, monthly fees will be charged based on frequency of updates. This may be charged to the broker.
7. The Rules & Regulations of the Spokane Association of Realtors® MLS are hereby incorporated as a part of this agreement
8. The Vendor shall take reasonable efforts to avoid scraping data and/or framing of the data by unauthorized web sites.
9. Indemnification: The Vendor hereby indemnifies and agrees to indemnify and hold harmless SARMLS and its officers, directors, employees, and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees

and costs, arising out of or connected with any material breach of any of the terms and conditions of the Agreement, and the creation, use or display of the modified MLS Compilation.

10. Vendor and Broker understand that the SARMLS may at any time, modify the FTP Server and/or data files and method of delivery. The SARMLS will provide written 30 day notice of changes that may require modifications to the website.
11. Web site owner shall disclose the URL (Internet Address) where data is to be displayed and provide an access ID and login if requested.
12. The web site owner must make changes within ten (10) days of written notice from SARMLS, as necessary, to correct or cure any violation of SARMLS Rules and Regulations or any breach of the agreement.
13. **This application must be approved by the Spokane Association of REALTORS® MLS Steering Committee and the Board Of Directors.**

FTP Address: _____

Access ID: _____ Password: _____

Daily Frequency: 1x 2x 3x 4x 6x 8x 12x 24x

Web address or URL where this data will be displayed:

The SARMLS must be notified of changes in this address or URL and provided access to site if requested, or when the Broker discontinues using the services of this vendor.

MLS Participant Name printed

Signature

Broker Name printed (If applicable)

Signature

Company Name: _____

Address: _____

_____ Phone: _____

Email address: _____

Vendor name: Constellation Web Solutions
(Please print)

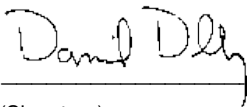
Address: 6737 West Washington Street, Suite 2120

City/State/Zip: Milwaukee, WI 53214 Phone: 425-636-6910

Email address: brokersolutions@constellationws.com

By: Dan Dlh Date: _____

(Please print)

Vendor authorized representative: 
(Signature)