



INTERNET DATA EXCHANGE (IDX) DATA ACCESS AGREEMENT

1. **IDENTITY OF PARTIES:** The Billings Association of REALTORS® Incorporated and Billings Multiple Listing Service, a committee of the Billings Association of REALTORS® (hereinafter sometimes referred to as BAR/MLS) is the provider of a system described as Internet Data Exchange (here in after sometimes referred to as IDX). BAR/MLS agrees to provide IDX to the MLS Participant, (hereinafter sometimes referred to as the IDX Participant) and any MLS REALTORS® (HERINAFTER Sometimes referred to as an IDX REALTOR).

The IDX Participant who is hereafter named and undersigned, enter into the following agreement pertaining to the authorization and license of the Internet Data Exchange Participant to use the Multiple Listing Services data under the terms and conditions as defined below. The term "Internet Data Exchange Participant" is the MLS Participant.

DEFINITIONS

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

MLS Participant: The MLS Participant is the designated broker for the office

MLS REALTOR®: The MLS REALTOR® Member is affiliated with an MLS Participant.

Internet Data Exchange (IDX) Participant: An MLS Participant cooperating in the program is known as an IDX Participant and allows the display of active and contingent listings appearing in the MLS on other IDX Participants and IDX REALTOR® Internet web sites according to the Internet Data Exchange Rules and Regulations.

You do not need to take any action to become an IDX Participant. If you were an MLS Participant in the BAR/MLS when the Internet Data Exchange program was implemented, you were automatically signed up as an IDX Participant. If your MLS Participant is an IDX Participant, you do not need to take any action to become an IDX REALTOR®. If your MLS Participant is not cooperating in IDX you cannot participate in IDX. If you are a new MLS REALTOR® in BAR/MLS joining after the beginning of the Internet Data Exchange program, you will also automatically be signed up.

Consultant: Vendor providing the website for an IDX participant or IDX REALTOR® with approval of the IDX Participant.

Internet Data Exchange Database or IDX Data: The current aggregate compilation of all active exclusive right to sell and exclusive agency listings of all Internet Data Exchange Participants except those listings where the property seller has opted out of Internet publication indicated in the field "IDD" in the MLS data input. BAR/MLS owns the Internet Data Exchange Database.

Internet Data Exchange Participant or IDX Participant: An MLS Participant who gives permission to other MLS Participants to display its active and contingent listings on their web sites in return for their permission to advertise their listings on its web site.

BAR/MLS'S OBLIGATIONS

3. During the term of this Agreement, BAR/MLS grants to IDX Participant a license to:
- Display the IDX Data on MLS Participant's web site, and
 - Make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on MLS Participant's web site

- c. Use of a free smartlink or a RETS (Real Estate Transactional Standard) feed paid for by MLS Participant or MLS REALTOR®
- d. A RETS feed paid for by the MLS Participant or REALTOR® or
- e. A smartlink is provided to each MLS member at no cost.

IDX PARTICIPANT/MLS PARTICIPANT'S OBLIGATIONS

- 4. MLS Participant agrees to abide by these rules, which may be amended from time to time.
- 5. MLS Participant acknowledges BAR/MLS's ownership of the copyrights in the Internet Data Exchange Data.
 - A. "Participants, subscribers, and all users acknowledge that the information contained in the Multiple Listings Service is owned by the BAR/MLS and no user may, nor may they authorize or allow anyone to, download the active listings, sold listing data, or other information contained in the MLS for the recommercialization (resale) or for any purpose not authorized in writing by the BAR/MLS."
 - B. Each Internet Data Exchange Participant agrees to place, or cause to be placed, on each and every page displayed, and at the footer of each printout from its Internet Data Exchange site: "Copyright Billings Association of REALTORS® Incorporated and Billings Multiple Listing Service Incorporated. All rights reserved. Information deemed reliable, but not verified or guaranteed. Users are responsible for checking the accuracy, completeness, currency, and status of all information."
 - C. Each Internet Data Exchange Participant will place, or cause to be placed, on his Internet Data Exchange web site on the opening page displaying copyright data of BAR/MLS, a button named "Terms and Conditions" (or such similar name) with the following information clearly displayed:
 - (i) "Copyright Billings Association of REALTORS® Incorporated and Billings Multiple Listing Service Incorporated. All rights reserved. The sharing of MLS database, or any portion thereof, with any unauthorized third party is strictly prohibited."
 - (ii) "Information contained on this site is believed to be reliable; yet, users of this web site are responsible for checking the accuracy, completeness, currency, or suitability of all information. Neither the Billings Association of REALTORS® Incorporated nor the Billings Multiple Listing Service Incorporated, make any representation, guarantees, or warranties as to the accuracy, completeness, currency, or suitability of the information provided. They specifically disclaim any and all liability for all claims or damages that may result from providing information to be used on the web site, or the information which it contains, including any web sites maintained by third parties, which may be linked to this web site."
 - (iii) The information being provided is for the consumer's personal, non-commercial use, and may not be used for any purpose other than to identify prospective properties which consumers may be interested in purchasing. The user of this site is granted permission to copy a reasonable and limited number of copies to be used in satisfying the purposes identified in the preceding sentence."
 - (iv) By using this site, you signify your agreement with and acceptance of these terms and conditions. If you do not accept this policy, please do not use this site in any way. Your continued use of this site, and/or its affiliates' sites, following the posting of changes to these

terms will mean you accept those changes, regardless of whether you are provided with additional notice of such changes.

7. In the event that MLS Participant needs to make the IDX Data available to any third party, MLS Participant agrees to require such third party to execute this Agreement and become a Consultant for the exclusive purpose of posting the data to MLS Participants website. BAR/MLS prohibits sharing of the MLS Database with any unauthorized third party.
8. If BAR/MLS notifies MLS Participant of breach of the Rules or this Agreement and MLS Participant does not immediately cure such breach, MLS Participant agrees that BAR/MLS may seek cure from the Consultants, or any one of them.
9. MLS Participant may not modify or manipulate the data relating to another MLS Participants listing.
10. A search result displaying listing data of another IDX participants listing must bear the following “Subject Property listed with (Listing Agent Name), (Listing Office Name) on each and every page.

CONSULTANTS’ OBLIGATIONS

11. If BAR/MLS notifies MLS Participant of a breach of the Rules or this Agreement and MLS Participant does not immediately cure such Breach, BAR/MLS may contact Consultant to cure any such breach that is within Consultant’s control. Consultant agrees to cooperate with BAR/MLS and act immediately upon notification by BAR/MLS of an uncured breach by MLS Participant.
12. Each Consultant acknowledges BAR/MLS’s ownership of the copyrights in the Internet Data Exchange Data.
13. Each Consultant shall abide by the policies and rules set forth in this agreement.
14. Each Consultant shall notify BAR/MLS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

CONFIDENTIAL INFORMATION

15. “Confidential Information” is information or material proprietary to BAR/MLS or designated “Confidential” by BAR/MLS and not generally known to the public, that the 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 Participant 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 BAR/MLS obtains from any third party that BAR/MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by BAR/MLS.
16. **Title:** The Receiving Party acknowledges that title to the confidential information remains at all times with BAR/MLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by BAR/MLS.

17. **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.
18. **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 BAR/MLS 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.
19. **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 BAR/MLS. If BAR/MLS 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.
20. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without BAR/MLS’s prior written consent. In the event BAR/MLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
21. **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 BAR/MLS, the Receiving Party will return to BAR/MLS all Confidential Information and all other materials provided by BAR/MLS 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 BAR/MLS, an officer of the Receiving Party will certify in writing that all materials have been returned to BAR/MLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

22. The term of this Agreement begins on the “Effective Date” set forth on the “BAR/MLS Information and Signature Page” below. BAR/MLS 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. BAR/MLS’s notice to IDX Participant that this Agreement is terminated.
 - b. IDX Participant’s notice to BAR/MLS that it no longer intends to display Internet Data Exchange Data on its web site.
 - c. Termination of IDX Participant’s privileges.

GENERAL PROVISIONS

23. **Survival of Obligations:** The obligations of MLS Participant set forth under “MLS Participant’s Obligations” above and the obligations of Consultants under “Consultants’ Obligations” above shall survive the termination or expiration of this Agreement.

24. **BAR/MLS's Remedies.** Because of the unique nature of the Internet Data Exchange Data and Confidential Information, IDX Participant, MLS Participant and Consultants acknowledge that BAR/MLS 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 BAR/MLS for a breach. BAR/MLS 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 IDX Participant, MLS Participant or Consultants or any one of them, without showing or proving any actual damages sustained by BAR/MLS.
25. **Attorney's Fees.** If BAR/MLS 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 BAR/MLS's reasonable attorney's fees and costs for such legal action.
26. **Limitation of Liability.** BAR/MLS's liability to IDX Participant, MLS Participant or Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by MLS Participant and Consultants to BAR/MLS, if any, under this Agreement. MLS Participant's and Consultants' only other remedy shall be termination of this Agreement. BAR/MLS shall not be liable for any incidental or consequential damages under any circumstances, even if BAR/MLS has been advised of the possibility of such damages. BAR/MLS shall have no liability for inaccuracies in the Internet Data Exchange Data or the Participant Data.
27. **No Assignment.** IDX Participant, MLS Participant, Consultants, or any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of BAR/MLS.
28. **Applicable Law.** This Agreement is governed by and enforced according to the laws of the County of Yellowstone, State of Montana.

MLS PARTICIPANT/CONSULTANT INFORMATION AND SIGNATURE

MLS Participant Name (Designated Broker)

MLS REALTOR® affiliated with an MLS Participant

MLS Participant/ MLS REALTOR® Office Name

MLS Participant Email Address:

(You must supply an e-mail address here. This address will be BAR/MLS's principal means of communicating with you for notices under this Agreement.)

MLS Participant/ REALTOR® Web Address:

Constellation Web Solutions

Consultant Name:

6737 W. Washington Street, Suite 2120

Consultant Street Address:

Milwaukee, WI 53214

Consultant City, State, Zip:

425-636-6910

Consultant Phone:

866-299-4385

Consultant Fax:

brokersolutions@constellationws.com

Consultant Email Address:

Note: If more than one Consultant please list separately.

I request a RETS User Name and Password. \$299.00 fee paid by the MLS Participant or MLS REALTOR®

Print Name MLS/IDX Participant

Title

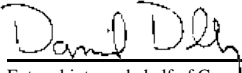
Signature MLS/IDX Participant

Date

Print Name MLS REALTOR® affiliated with an MLS Participant

Signature MLS REALTOR® affiliated with an MLS Participant

Date



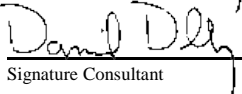
Dan Dlh

Data & Compliance Manager

Entered into on behalf of Consultant by:

Print Name Consultant

Title



Signature Consultant

Date

Below is for BAR/MLS's use only.

RETS feed established:

Email confirmation: