



Alaska Multiple Listing Service, Inc. IDX Guide and Access Agreement

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1 AK MLS IDX Summary

WHAT IS INTERNET DATA EXCHANGE (IDX)?

Simply put, it is a system where the Brokers of Alaska Multiple Listing Service, Inc. (AK MLS) give each other blanket permission to display their listings on each other's web sites. Brokers (including their Licensees) who participate in the IDX program can display all listings from other IDX Participants. If a Broker chooses not to participate, no listing in his/her brokerage will be included in IDX and neither the Broker nor his/her Licensees will be permitted to receive IDX listing content.

WHY IS AK MLS PROVIDING IDX?

The purpose of IDX is to empower Brokers, and their licensees, to deal with the modern real estate consumer. Among the objectives to which AK MLS is committed are: 1) permitting Brokers, and their Licensees, to fully market their services on the Internet; 2) permitting the brokerage community to take advantage of the listing content that Brokers have contributed to the system; and 3) permitting Brokers, and their licensees, to obtain first contact with the consumer in the real estate transaction. Increasingly, consumers are looking online for information about real estate for sale. Until establishing the AK MLS IDX Program, they could not find that information at Broker-owned (or Licensee owned) web sites, unless their site was linked to the AK MLS public web site. This situation came about because of conflict with Alaska State law advertising requirements. Brokers did not directly control the sites with the best listing content, and from the consumer's perspective, that means the most listing content. Locally, until IDX, consumers could only find the highest concentration of Alaskan listing content on AK MLS's public Internet web site, www.AlaskaRealEstate.comSM.

Some Brokers and Licensees have asked, "Why can't MY web site be the place with the most listings?" Thanks to the AK MLS IDX Program, it can! This approach provides several advantages:

- Web sites of IDX Participants can now become a great source of listing content. If most Brokers participate in IDX, the number of listings in the reciprocal database can easily reach the number on other popular sites.
- When consumers visit the web sites of IDX Participants, they will stay longer because these Participants have more listing content to offer. The Broker and Licensee sites may also offer easier interfaces for consumers, since many other sites are "cluttered" with non-listing content. As Brokers, and their Licensees, become more innovative in offering on-line services, this will be a critical factor in their success.

2 Participating in the AK MLS IDX Program

Brokers are automatically "opted-in" to IDX, and this means that he/she gives all other Participating Brokers, and Licensees, permission to display his/her active listings on their web sites according to the IDX Rules and Regulations. In so doing, you obtain permission from all other Participating Brokers to display their active listings (thus fulfilling Alaska State law advertising requirements). Participating Brokers give permission and get permission in the same act. And, a Participating Broker doesn't even need to have a web site!

As a Broker, you do not need to take any action to become a Participant of IDX. If you are a Broker Subscriber of AK MLS, you are automatically signed up.

If you don't want to participate in IDX, you must fill out the "AK MLS IDX Opt-In/Opt-Out Form," which may be requested from any AK MLS Member Services Coordinator. Once this document is submitted, your brokerage listing content will stop appearing in the IDX listing content database within three (3) business days.

3 Putting IDX Listing Content on your Web Site

You don't have to own a web site to be a Participant of IDX, but to take maximum advantage of IDX, you will want one! To put AK MLS IDX listing content on your web site, you have to take four steps:

- 3.1 Sign AK MLS's "IDX Access Agreement," which may be found on Page 13.
- 3.2 Establish a web site.
- 3.3 Incorporate the IDX listing content into your web site. This will require an IDX Consultant to format the IDX listings in the participant's site. Much of this document is devoted to this step.
- 3.4 Obey the IDX Rules and Regulations and the Policy Statements in this document.

4 Fees

Currently, there is no fee to be a Participant of IDX or to receive IDX listing content from AK MLS, which is provided through RETS Server (Real Estate Transaction Standard) or the transport protocols and data formats typically provided by AKMLS for use by other licensees of AKMLS for this or similar purposes. AKMLS may modify this format, at its sole digression, at any time with 14 days' notice to the licensee.

Note: The AK MLS Board of Directors reserves the right to institute a fee on the IDX program at any time in the future.

5 AK MLS IDX Rules & Regulations

Rules

5.1. AK MLS IDX Participation

If a current, or new, Broker holds active status in AK MLS, he/she will be automatically signed up to participate in IDX and all of the brokerage's licensees will automatically be signed up to participate as well.

If a Broker doesn't want to participate in IDX, he/she must fill out the form, "AK MLS IDX Opt-In/Opt-Out Form," which may be requested from any AK MLS Member Services Coordinator. Once this document is submitted, listing content will stop appearing in the AK MLS IDX listing content database within three (3) business days. If a Broker Opts-Out, the Brokerage and its Licensees may not provide AK MLS IDX Listings Content on their websites.

Note: All Member main and branch offices together choose to participate or not in IDX. In other words, a main office may not choose to "opt out" of IDX, while the branch office chooses to "opt in" or vice-versa.

5.2. Republication Permitted

An IDX Participant may republish all, or a portion of the AK MLS IDX listing content database, online in accordance with the following provisions and in keeping with any policies that AK MLS may adopt from time to time. All other AK MLS Rules and Regulations remain in full force and effect unless expressly super-ceded by this agreement.

An IDX Participant need not display the whole IDX listing content database. A Participant may choose to display only listings in a particular price range, geographical area, or property type, or choose not to display the listings of certain competitors. Those choosing to do so will be responsible for implementing their own programming needed to administer such a practice. If you plan to display only a subset of the IDX listing content database, see Section 6 regarding mandatory disclosures.

5.3. Authorized Listing Fields

An online republication of another IDX Participant's listing shall contain only public fields of listing content designated by AK MLS for this purpose. An IDX Participant may display the number of designated fields he/she chooses.

5.4. Participant Qualification

In order to be an IDX Participant, you must be licensed and actively engaged in providing real estate services to buyers or sellers in real estate transactions in the State of Alaska and licensed in a Participating IDX Brokerage.

5.5. Obligation to Keep Listing Content Current

The IDX Participant shall update the IDX listing content on its web site every calendar day. It is a violation to advertise a property for sale that is not for sale. AK MLS requires that you disclose to consumers the frequency of listing content updates.

5.6. Listing Content Manipulation Prohibited

An IDX Participant may not modify, or manipulate, the listing content relating to another Participant's listing. (This is not a limitation on the design of the site but refers to the actual listing content.)

5.7. AK MLS Logo and Explanation of Use Required

AK MLS supplies two logo variations, Horizontal and Stacked. Brokers, Licensees and Consultants may display the logo orientation that provides the most visually pleasing effect in their website design. "Full Logo" and "Mini Logo" examples are below with the required pixel size for each identified.

The AK MLS "full" logo (examples below) and an explanation that properties marked with either this logo, or the listing firm's logo, are provided courtesy of the AK MLS IDX Program and must appear on the first page where any listing content is displayed. (Note: Display on mobile devices may use the 'mini' logo for all display of AK MLS logos – all other terms and conditions here-in apply to mobile applications).

The AK MLS "mini" logo (examples below) shall be displayed in thumbnail listings displays.

AK MLS Full 'Stacked' Logo shall be at least 98 pixels wide by 100 pixels high.

AK MLS Mini 'Stacked' Logo shall be at least 35 pixels wide by 36 pixels high.



(Full Logo)



(Mini Logo)

AK MLS Full 'Horizontal' Logo shall be at least 330 pixels wide by 100 pixels high.

AK MLS Mini 'Horizontal' Logo shall be at least 119 pixels wide by 36 pixels high.



(Full Logo)



(Mini Logo)

5.8. Thumbnail Display - Criteria

Any search result identifying another IDX Participant's listing in a brief, or "thumbnail," format shall bear the AK MLS "mini" logo (example above) and the listing brokerage name preceded by the words "Listing Office" immediately adjacent to the property information to identify the listing as an IDX listing. The AK MLS "mini" logo must be the maximum thumbnail size provided in the current listing content data set, and shall be at least 35 pixels wide by 36 pixels high in this application.

A thumbnail display is considered to be no more than ten (10) horizontal lines of text. Any display of listing content over ten lines is considered a detailed display and Rules 11 & 12 of this document apply.

5.9. Thumbnail Display – Contact Information and Branding Prohibited

A thumbnail display of another IDX Participant's listing may not include any contact information, or branding, of the Participant who owns/supervises the web site, or of any of its licensees, or of any third party.

5.10. Thumbnail Display – Content

A thumbnail display may only include the following:

1. Text listing content about the listing property;
2. A photo of the listing property;
3. The AK MLS "mini" logo and the listing brokerage's name preceded by the words "Listing Office"; and
4. "Buttons" providing links for additional information. The listing brokerage's name shall be at least as large as the largest type used to display the listing content.

5.11. Detailed Display – Criteria

A search result producing a detailed display of another IDX Participant's listing shall bear (i) the AK MLS "Full" logo (which shall be at least 98 pixels wide by 100 pixels high in this application) or listing brokerage's logo, when available; (ii) the listing brokerage name preceded by the words "Listing Office"; and (iii) AK MLS's copyright notice. All of the above must immediately follow the property information. The listing brokerage's name shall be at least as large as the largest type used to display the listing content. The copyright notice shall be displayed in at least 8-point font size (see 6.4).

A detailed display is considered to be more than ten (10) horizontal lines of text.

5.12. Detailed Display – Contact Information and Branding Prohibited

A detailed display of another IDX Participant's listing may not include any contact information or branding of the Participant who owns/supervises the web site, or of any of its licensees, or of any third party within the "body" of the listing content. The "body" is defined as the rectangular space whose borders contain the IDX listing content and photos.

5.13. Auto E-Mail Display

Any automatically generated e-mail display of listing content identifying another IDX Participant's listing in a brief, or "thumbnail," format shall bear the AK MLS "mini" logo (example on Page 4) and the listing brokerage's name preceded by the words "Listing Office" immediately adjacent to the property information to identify the listing as an IDX listing. The AK MLS "mini" logo must be the maximum thumbnail size provided in the current listing content data set, and shall be at least 35 pixels wide by 36 pixels high for the Stacked Logo or at least 119 pixels wide by 36 pixels high for the Horizontal Logo.

A thumbnail display is considered to be no more than ten (10) horizontal lines of text. Any display of listing content over ten lines is considered a detailed display and the rules in Rules 11 & 12 apply.

Disclosures 6.2, 6.3 and 6.4 are required. Please refer to Section 6 on page 7.

No auto e-mail display providing IDX listing content may return more than fifty (50) listings per e-mail message.

5.14. Disclaimer Required

Any result identifying another IDX Participant's listing shall include the disclaimer "All information is deemed reliable but not guaranteed" in at least 8-point font size.

5.15. Web Site Control and Advertising

Any web site used for publication of IDX listing content, or any portion thereof, must be controlled by an IDX Participant and advertised as that Participant's Internet web site.

5.16. Data Scraping

An IDX Participant displaying AK MLS IDX listing content, or any portion thereof, shall make reasonable efforts to avoid "scraping" of the listing content by third parties or displaying of that listing content on any other web site. Reasonable efforts shall include, but not be limited to:

1. Monitoring the web site for signs that a third party is "scraping" listing content and
2. Prominently posting notice: "Listing content scraping by unauthorized personnel is strictly prohibited."
3. If an IDX Participant suspects "scraping" of the listing content has occurred, the suspicion and any evidence must be reported to AK MLS immediately for investigation and action.

5.17. Time Limit – Cure of Violation

An IDX Participant must make changes to a web site necessary to cure a violation of AK MLS's Rules or Regulations within seven (7) calendar days of notice from AK MLS of the violation. AK MLS may terminate your listing content access, without notice, and you may also be subject to a fine, and/or termination of IDX service, if the violation is not cured within this time frame. Repeated offenses for the same violation will result in termination of service.

5.18. Third Party Use of AK MLS IDX Listing Content Prohibited

This section expressly prohibits distribution of IDX listing content or any portion of it for ANY purpose other than those expressly permitted by AK MLS's Rules and Regulations. This includes distribution to other IDX Participant's, brokers, licensees or any other businesses, whether or not they are Participant's in AK MLS.

5.19. Co-Mingling of IDX Listing Content and Non-MLS Listings Prohibited

No display of IDX listing content shall be co-mingled with any display of non-MLS listings on the IDX Participant's web page.

5.20. Site Development Using a Third Party

Any IDX Participant using a third party to develop/design its web site will have a written agreement (using the AK MLS IDX Access Agreement) with that third party. Providing an AK MLS password to an unauthorized recipient is a serious violation of AK MLS's Rules, punishable by a fine of \$2,500 for each such violation.

5.21. Single IDX Participant Control Required

Any IDX web site must be under the control of a single IDX Participant.

5.22. Participant Use of AK MLS IDX Listing Content

A licensee working under the supervision of an IDX Participating Broker may display IDX listing content only on their real estate business web site under the following conditions:

1. The licensee's Broker must be contributing his/her listings to the AK MLS IDX Program.
2. The licensee's Broker must provide authorization to AK MLS that the licensee has the Broker's permission to operate a web site that displays IDX listing content.
3. The licensee's web site must retain the brokerage firm's branding at all times where IDX related listing content or labeling is displayed.
4. The licensee's Broker must provide written authorization to AK MLS (using the AK MLS IDX Access Agreement) that the licensee's web site vendor has the Broker's permission to receive an IDX listing content upload from AK MLS.
5. The licensee's broker must provide written acceptance of their responsibility for supervising the licensee's adherence to AK MLS's IDX Rules and Regulations (using the method prescribed by AK MLS).

6 Mandatory Disclosures

The following disclosures are required. These disclosures must appear on at least one line of text using a minimum of 8-point font size and a "click here" button may be used to display the remainder of the disclosure text.

6.1 Listing Content Update Frequency

Your web site must disclose to consumers the frequency of listing content updates. Listing Content must be updated no less than every 24 hours; date of last update must be displayed.

6.2 Explanation of Listing Content Source

Your web site must display a disclosure indicating the source of IDX listing content on your site.

The following disclosure, appearing alongside the AK MLS "full sized" logo will satisfy this requirement: "The listing content relating to real estate for sale on this web site comes in part from the IDX Program of Alaska Multiple Listing Service, Inc. (AK MLS). Real estate listings held by brokerage firms other than [*insert your firm's name here*] are marked with either the listing brokerage's logo or the AK MLS logo and information about them includes the name of the listing brokerage."

6.3 Accuracy Disclaimer on Other IDX Participant's Listings

Your web site must display the disclosure "All information is deemed reliable but is not guaranteed and should be independently verified for accuracy." Any similar language indicating both that the listing broker, or listing licensee, believes the listing content provided to be accurate but that it does not guarantee the listing content will be acceptable as an alternative.

6.4 Copyright Notice

Your web site must display AK MLS's copyright notice on any display of listing content of another IDX Participant. This notice must appear exactly as "Copyright YYYY Alaska Multiple Listing Service, Inc. All rights reserved," [*Where YYYY is the current year.*] and must be displayed in at least 8 point font size.

6.5 Less than all of the AK MLS IDX Listing Content Database

If you choose to display less than the entire IDX Listing Content Database, it is required to disclose this on the web site. For example, an IDX Participant may choose to display only those listings from a

particular geographic area, in a particular price range, in a particular property type, etc. An IDX

Participant may even choose to exclude listings of some of its competitors. A disclosure is required because the IDX Participant may be advertising the web site as “the most complete compilation of houses for sale online”; if the IDX Participant is intentionally excluding listings from this “most complete” of compilations, it should disclose that to consumers to avoid claims that its advertising is not giving a true picture. This notice must appear as “[*Your brokerage name*] does not display the entire AK MLS IDX Listing Content Database on this web site. The listings of some real estate brokerages have been excluded.”

7 AK MLS Policy Statement

Use of Alaska MLS Logo

The AK MLS logo is owned by Alaska Multiple Listing Service, Inc., an Alaska corporation (“AK MLS”). AK MLS has the sole right to authorize use of the logo in connection with real estate brokerage and/or advertising services. Each Participant in the AK MLS IDX Program understands and agrees that a Participant, and only a Participant, in the Program is permitted to use the logo.

8 AK MLS IDX Access Agreement

For each brokerage wishing to obtain a listing content feed for IDX from Alaska Multiple Listing Service, Inc. (AK MLS), This agreement must be signed by the licensee who owns the site and any other licensee advertised on the site, and by each consultant retained by such brokerage who will have contact with, or responsibility for, listing content. There are no exceptions. Before submitting this agreement with AK MLS, the brokerage must be an IDX Participant. See AK MLS’s IDX Guide for further details. Once completed and signed, email to IDX@akmls.com, FAX to 907-865-4119 or mail it to Alaska Multiple Listing Service, Inc., 740 Communications Avenue #C, Anchorage, AK 99503.

AGREEMENT

1. This **AGREEMENT** is made and entered into by and among Alaska Multiple Listing Service, Inc. (“AK MLS”), the real estate brokerage whose name and contact information appear on the “Brokerage IDX Access Agreement” (the “Brokerage”), the real estate licensee(s) whose name and contact information appears on the “Brokerage IDX Access Agreement” and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated “Consultant IDX Access Agreement” (collectively, “the Consultants”), if any.

RECITALS

2. Brokerage wishes to obtain, and AK MLS wishes to provide, listing content for all real estate brokerages participating in the AK MLS IDX Program. If Brokerage, or Licensee, has engaged any other company or individual who is not an employee of the Brokerage to perform listing content downloading, manipulation or formatting, as well as programming or web design, then each such person must execute an ‘AK MLS Consultant IDX Agreement’ with AK MLS and become an approved Consultant with AK MLS IDX Program.

DEFINITIONS

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

AK MLS IDX Listing Content Database or IDX Listing Content: The current aggregate compilation of all active listings of all IDX Broker Participants except those listings where the property seller has opted out of online publication by way of the broker indicating such on the property profile stored in the AK MLS System. AK MLS owns the IDX Listing Content.

IDX Broker Participant: A Broker who gives permission to other Brokers 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 AK MLS, as amended from time to time, and any operating policies relating to the IDX Listing Content and IDX Participants’ promulgated by AK MLS.

Participant: Any real estate broker, or licensee, who purchases Alaska Multiple Listing Services from AK MLS directly.

Consultant: Consultant in this document will refer to any third party or individual that requires access to the AK MLS data in order

to program IDX for a Licensee or Brokers website.

AK MLS Listing Content: Listing content relating to real estate for sale, previously sold or listed for sale, including IDX Listing Content, and listing content relating to Subscribers entered into the flexmls™ Listings System by Subscribers, and AK MLS. AK MLS owns the AK MLS IDX listing content.

AK MLS'S OBLIGATIONS

4. During the term of this Agreement, AK MLS grants to Brokerage, or Licensee, a license to:
 - a. Display IDX listing content on the web site designated on the Brokerage IDX Access Agreement herein.
 - b. Make copies of IDX listing content to the extent necessary to deliver IDX listing content to consumers on the web site(s) designated on the Brokerage IDX Access Agreement.
5. During the term of this Agreement, AK MLS agrees to provide to Brokerage, or Licensee, and its Consultants:
 - a. Access to IDX listing content using RETS Server (Real Estate Transaction Standard) or the transport protocols and data formats typically provided by AKMLS for use by other licensees of AKMLS for this or similar purposes. AKMLS may modify this format, at its sole digression, at any time with 14 days' notice.
 - b. Fourteen (14) days advance notice of changes to the file and record formats of the IDX listing content.
 - c. Fourteen (14) days advance notice of changes to the Rules.

BROKERAGE'S OBLIGATIONS

6. Brokerage shall comply with this contract and with all Rules and Regulations at all times.
7. Brokerage acknowledges AK MLS owns all right, title and interest in and to all AK MLS IDX listing content, including, without limitation, all copyrights.
8. Brokerage shall comply with the requirements relating to Confidential Information set forth below.
9. In the event that Brokerage desires to make IDX listing content or the Confidential Information available to any third party, Brokerage agrees to require such third party to execute this Agreement and become a Consultant.
10. If AK MLS notifies Brokerage of a breach of the Rules or this Agreement and Brokerage does not immediately cure such breach, Brokerage agrees that AK MLS may seek cure from the Consultants, or any one of them, in addition to all other rights and remedies available hereunder or at law or equity.
11. Brokerage shall notify AK MLS within three (3) business days of any change to the information relating to Brokerage on the Brokerage IDX Access Agreement. This shall include a change of Broker, change of Consultant(s) and a change, addition or deletion, of domain names.

LICENSEE'S OBLIGATIONS

12. Licensee shall comply with this agreement and with all Rules and Regulations at all times.
13. Licensee acknowledges AK MLS owns all right, title and interest in and to all Broker listing content and IDX content, including, without limitation, all copyrights.
14. Licensee shall comply with the requirements relating to Confidential Information set forth below.
15. In the event that Licensee desires to make IDX listing content or the Confidential Information available to any third party, Licensee agrees to require such third party to execute this Agreement and become a Consultant.
16. If AK MLS notifies Licensee of a breach of the Rules or this Agreement and Licensee does not immediately cure such breach, Licensee agrees that AK MLS may seek cure from the Brokerage, Consultants, or any one of them, in addition to all other rights and remedies available hereunder or at law or equity.
17. Licensee shall notify AK MLS within three (3) business days of any change to the information relating to Licensee on the Brokerage IDX Access Agreement. This shall include a change of Brokerages, change of Consultant(s) and a change, addition or deletion, of domain names.

CONSULTANT'S OBLIGATIONS

18. After being approved as a Consultant, Consultant is to make the initial template of IDX Listings Display available to AK MLS for review and approval prior to publication. Any changes to the template of IDX Display thereafter must be re-submitted to AK MLS for review and approval prior to publication of changes.
19. If AK MLS notifies Brokerage, or Licensee, of a breach of the Rules of this Agreement and Brokerage, or Licensee, does not immediately cure such breach, AK MLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with AK MLS and act immediately upon notification by AK MLS of an uncured breach by Brokerage or Licensee. Consultant acknowledges that AK MLS reserves all rights and remedies under this Contract or otherwise available at law or equity.
20. Consultant acknowledges AK MLS's ownership of the copyrights in the Broker listing content and the IDX listing content.
21. Consultant shall comply with the requirements relating to Confidential Information set forth below.
22. Consultant shall notify AK MLS within three (3) business days of any change to the information relating to it on the Consultant IDX Access Agreement.
23. Consultant must notify AK MLS immediately upon the termination of a contract with an IDX Participant.
24. Consultant must file a monthly report with AK MLS identifying all IDX Participant's for whom Consultant is providing content, the URL's of the websites on which Consultant is posting IDX listing content, and other audit information as AK MLS may request from time to time. The Consultant must file the monthly report during the first week of each month to IDX@akmls.com. Failure to provide this report in a timely manner may result in the termination of access to the IDX listing content.
25. Consultant must have permission in writing from AK MLS authorizing them as a consultant for the purpose of AK MLS IDX completed (AK MLS IDX Access Agreement).
26. Authorization is to proceed in writing specific to licensee and domain. Consultant must have permission in writing from AK MLS prior to any IDX listing content display on the website(s) of any IDX Participants.

SCOPE OF LICENSE

27. In addition to the limitations on Confidential Information set forth below, Brokerage, Licensee and Consultant hereby acknowledge and agree to the following:
 - a. The scope of the license herein granted to Brokerage, Licensee and Consultant is limited and specific. The IDX listing content may be displayed only on the URL's designated on the attached Brokerage IDX Access Agreement. IDX listing content is not permitted to be displayed on any other URL by Brokerage, Licensee or Consultant, and may not be displayed, distributed or produced in any other medium, form, format or fashion whatsoever.
 - b. Neither Brokerage, Licensee nor Consultant may allow others to frame Brokerage's, or Licensee's, authorized URL. Brokerage, or Licensee, shall take reasonable steps to prevent any third party from framing Brokerage's, or Licensee's, website or any IDX listing content thereon.
 - c. Neither Brokerage, Licensee nor Consultant may reproduce, copy, convert or otherwise change any IDX listing content.
 - d. Neither Brokerage, Licensee nor Consultant may sub-license, transfer, or sell any IDX listing content.
 - e. The limited license herein granted to Brokerage, or Licensee, and Consultant is conditioned upon the full and strict compliance by Brokerage, or Licensee, and Consultant with all terms and provisions of this contract, including, without limitation, the compliance by the same with all AK MLS Rules and Regulations.
 - f. Brokerage, or Licensee, and Consultant will take such steps as may be necessary to terminate the display of IDX listing content within three (3) calendar days upon notification from AK MLS that such termination is required, either due to the termination of IDX, a breach of this agreement by Brokerage, Licensee or Consultant, or otherwise. The parties recognize that there may be disagreement over whether there may be a breach of this agreement in the future; Brokerage, or Licensee, and Consultant nevertheless, agree to terminate display of listing content during a review of any such disagreement by AK MLS.

CONFIDENTIAL INFORMATION

28. "Confidential Information" is information or material proprietary to AK MLS or designated "confidential" by AK MLS and not generally known to the public, that Brokerage, Licensee 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 Broker listing content, except the IDX listing content 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;
- f. any information that AK MLS obtains from any third party that AK MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by AK MLS.

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

30. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with AK MLS or with the third parties with whom title existed prior to this Agreement or prior to disclosure by AK MLS

31. **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.

32. **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 AK 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.

33. **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 AK MLS. If AK 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.

34. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without AK MLS's prior written consent. In the event AK MLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

35. **Termination and Return of Materials.** Within three (3) business days of the end of the term of this Agreement or receipt of notice of termination by AK MLS, the Receiving Party will return to AK MLS all Confidential Information and all other materials provided by AK 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 AK MLS, an officer of the Receiving Party will certify in writing that all materials have been returned to AK MLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

36. The term of this Agreement begins on the "Effective Date" set forth in the "Alaska MLS IDX Access Agreement." AK 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. AK MLS's notice to Brokerage, or Licensee, that this Agreement is terminated.
- b. Brokerage's, or Licensee's, notice to AK MLS that it no longer intends to display IDX listing content on its web site.
- c. Termination of Brokerage's, or Licensee's, privileges as a Participant of AK MLS.

GENERAL PROVISIONS

37. **Survival of Obligations.** The obligations of Brokerage set forth under "Brokerage's Obligations" above, the obligations of Licensees under "Licensee's Obligations" above, and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.
38. **AK MLS's Remedies.** Because of the unique nature of the Broker Listing Content and Confidential Information, Brokerage, Licensee, and Consultants acknowledge that AK 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 AK MLS for a breach. AK 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 Brokerage, Licensee or Consultants or any one of them, without showing or proving any actual damages sustained by AK MLS.
39. **Attorney's fees.** If AK 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 AK MLS's reasonable attorney's fees and costs for such legal action.
40. **Limitation of Liability.** AK MLS's liability to Brokerage, Licensee, and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Brokerage, Licensee, and Consultants to AK MLS, if any, under this Agreement. Brokerage's, Licensee's and Consultants' only other remedy shall be termination of this Agreement. AK MLS shall not be liable for any incidental or consequential damages under any circumstances, even if AK MLS has been advised of the possibility of such damages. AK MLS shall have no liability for inaccuracies in the IDX listing content or the Broker listing content.
41. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed 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.
42. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless in writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.
43. **No Assignment.** Neither Brokerage, Licensee nor Consultants, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of AK MLS.
44. **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.
45. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Alaska.



Brokerage IDX Access Agreement v3.0

ONLY ONE IDX VENDOR PER FORM

Multiple sites serviced by the same vendor may be submitted on one form.
Additional site(s) using different vendor(s) must be submitted on separate form(s).

Brokerage Name: _____ AK MLS Office ID #: _____

Designated Brokers Name: _____ Brokers License Number: _____

Licensee/Domain Owner Name: _____ License Number: _____

All Domains utilizing AK MLS IDX services MUST be submitted to AK MLS for approval. AK MLS will send approval for IDX services directly to the Authorized IDX Vendor below.

AK MLS, Inc. is to be notified within 3 days of any changes to the information given. Failure to notify AK MLS of Brokerage, domain name, or consultant changes may result in termination of IDX participation. By signing below, you acknowledge reading and agreeing to all terms of the AK MLS IDX Access Agreement.

Please list all Consultant(s) working with IDX listing content:

Websites must be Branded sites under sole control of Broker/Licensee that is requesting IDX content.

Website Domain Name*:	IDX Vendor/Consultant*:
1. _____	_____
2. _____	Web Designer(s): _____
3. _____	Other Consultants: _____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

Please note: Brokerage Specific Domains (not individual or team domains) must be under the control of the Broker and the Broker will be the 'Licensee/Domain Owner' of Website.

Entered into by Licensee:

Signature of Licensee

Printed Licensee Name

Date

Please note:

All Consultants working with the IDX content or display must submit a Consultant IDX Access Agreement and become an authorized Vendor within the AK MLS IDX Program. Ask your consultant if they are currently authorized; if not, they must submit the form to move forward.

The 'IDX Vendor' is the company that will be accessing AK MLS content data and delivering IDX to the domain.

The 'Web Designer' is the vendor that is responsible for the Domain display.

The IDX and Website Designer may be the same vendor. All Vendors must be identified.

Please submit this Brokerage IDX Access Agreement to AK MLS:

Alaska Multiple Listing Service, Inc., 740 Communications Ave. #C, Anchorage, AK 99503, FAX 865.4119 or 888.563.5322, IDX@akmls.com



Consultant IDX Access Agreement v3.0

Company Name: _____

Managing Consultant Name: _____

E-mail address: _____

Consultant Mailing Address: _____

Address, City, State and Zip Code

Phone #: _____ FAX: _____

MLS Approvals E-Mail Address (required for IDX Vendors): _____

Consultant Type - Check all that apply:

- Above Consultant is an IDX Vendor and will require direct access to AK MLS Listing Content Data Set
- Above Consultant is a Website Consultant formatting Display of IDX Listings provided by an IDX Vendor
- Above Consultant is working with AK MLS Data on Participant Website in another capacity (**Identify**): _____

By signing below, you acknowledge reading and agreeing to all terms of the AK MLS IDX Access Agreement. Any consultant(s) having access to IDX listing content must sign this Agreement. Any violation of this agreement is subject to termination of access.

CONSULTANT'S OBLIGATIONS INCLUDE BUT ARE NOT LIMITED TO:

After being approved as a Consultant, Consultant is to make the initial template of IDX Listings Display available to AK MLS for review and approval prior to publication. Any changes to the template of IDX Display thereafter must be re-submitted to AK MLS for review and approval prior to publication of changes.

If AK MLS notifies Brokerage, or Licensee, of a breach of the Rules of this Agreement and Brokerage, or Licensee, does not immediately cure such breach, AK MLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with AK MLS and act immediately upon notification by AK MLS of an uncured breach by Brokerage or Licensee. Consultant acknowledges that AK MLS reserves all rights and remedies under this Contract or otherwise available at law or equity.

Consultant acknowledges AK MLS's ownership of the copyrights in the Broker listing content and the IDX listing content.

Consultant shall comply with the requirements relating to Confidential Information.

Consultant shall notify AK MLS within three (3) business days of any change to the information relating to it on the Consultant IDX Access Agreement.

Consultant must notify AK MLS immediately upon the termination of a contract with an IDX Participant.

Consultant must file a monthly report with AK MLS identifying all IDX Participant's for whom Consultant is providing content, the URL's of the websites on which Consultant is posting IDX listing content, and other audit information as AK MLS may request from time to time. The Consultant must file the monthly report during the first week of each month to IDX@akmls.com. Failure to provide this report in a timely manner may result in the termination of access to the IDX listing content.

Consultant must have permission in writing from AK MLS authorizing them as a consultant for the purpose of AK MLS IDX completed (AK MLS IDX Access Agreement).

Authorization is to proceed in writing specific to licensee and domain. Consultant must have permission in writing from AK MLS prior to any IDX listing content display on the website(s) of any IDX Participants.

Consultant must have one active customer that is a Participant of AK MLS to request approval for data from AK MLS.

Consultant must advise AK MLS immediately if they no longer have an AK MLS Participant as a customer and no longer have rights of access to AK MLS Data.

Entered into on behalf of Consultant by:

Signature of Consultant

Printed Consultant Name

Title

For use by AK MLS only
Vendor Approval Date: _____
First Customer: _____
Date of First Audit: _____
Approval of Template Date: _____
Notes:

Please submit this Consultant IDX Access Agreement to AK MLS:

Alaska Multiple Listing Service, Inc., 740 Communications Ave. #C, Anchorage, AK 99503, FAX 865.4119 or 888.563.5322, IDX@akmls.com