

LICENSE AGREEMENT FOR ACCESS TO RETS (VENDOR AGREEMENT)

This License Agreement is made this _____ day of _____, 2019 ("Effective Date"), between the GREATER ANTELOPE VALLEY ASSOCIATION OF REALTORS, a Corporation ("LICENSOR"), and Constellation Web Solutions _____ ("LICENSEE").

1. **Recitals.** This Agreement is made with reference to the following statement of facts:

(a) LICENSOR owns and operates a computerized real estate multiple listing service database for the benefit of real estate brokers, agents, and licensed or certified real estate appraisers ("MLS Database").

(b) LICENSOR'S MLS Database computer software information management system operates consistently with the Real Estate Transaction Standard ("RETS") promulgated by the National Association of Realtors® in collaboration with real estate industry technology services providers, and LICENSOR has authorized its computer database management software licensor to host the RETS compatible portions of its MLS Database on a separate RETS server.

(c) LICENSEE is a web site developer, builder or designer for real estate brokers, or provides computer software designed to enhance the efficiency and productivity of real estate brokers, real estate salespersons, and the real estate brokerage companies with which they are affiliated.

(d) LICENSEE wishes to be granted a license to enable LICENSEE to assist real estate brokers, real estate salespersons and the real estate companies with which they are affiliated in the development, building or designing of web sites and/or to enable LICENSEE'S software to access the Licensed Data maintained on LICENSOR'S RETS server for the purpose of providing LICENSEE'S customers and clients with the functionality and benefits offered by LICENSEE'S software.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the parties agree as follows:

1. **Definitions.** The following terms when used herein in capitalized form shall have the definitions set forth below:

(a) "Confidential Information" shall mean information supplied by one party (the "Disclosing Party") to the other party (the "Receiving Party") that the Disclosing Party identifies as confidential or proprietary. Confidential Information shall not include any information supplied by the Disclosing Party to the Receiving Party that (1) is already in the possession of the Receiving Party; (2) in the public domain; (3) is subsequently received by the Receiving Party from a third party source that does not owe any duty of confidentiality to the Disclosing Party; (4) is independently deduced or learned by the Receiving Party without reference to any Confidential Information supplied by the Disclosing Party; and (5) the Receiving Party is required by law to disclose; provided, however, that before any Confidential Information is disclosed by the Receiving Party by operation of law, the Receiving Party shall give prompt written notice to the Disclosing Party for the purpose of allowing the Disclosing Party to pursue any legal proceedings available to it to prevent such disclosure.

(b) "Intellectual Property Rights" shall mean trademark, copyright, patent, trade secret, privacy, and publicity rights defined or created under the laws of any state, federal government, or foreign country, and any common law contract rights restricting access and distribution of confidential or proprietary information.

(c) "Licensed Data" shall mean the data fields (and the data contained therein) within the MLS Database owned and operated by LICENSOR that are included within the Real Estate Transaction Standard promulgated by the National Association of Realtors®, as currently in effect or as may be amended from time to time.

(d) "Multiple Listing Service" or "MLS" shall mean a facility through which Participants share information about real property listed for sale or rent, or that has been sold or rented, for such purposes as are permitted in the MLS Rules and Regulations of LICENSOR.

(e) "MLS Database" shall mean the database compilation owned or controlled by LICENSOR, or any corporation in which LICENSOR owns an interest, and which contains information and images concerning real property listed for sale or rent, or properties that have been sold or rented.

(f) "MLS Rules and Regulations" shall mean the Rules and Regulations of LICENSOR currently in effect, or as may be amended from time to time, that govern the rights and privileges of persons or entities that are Participants in LICENSOR'S MLS, or such other entities that are granted access to some or all of LICENSOR'S MLS Database on terms and conditions deemed appropriate by LICENSOR. **Please refer to Exhibit A.**

(g) "Participant(s)" shall mean persons or entities engaged in the business of real estate brokerage or real estate appraising and that have sought and been granted the right under LICENSOR'S MLS Rules and Regulations to access and use LICENSOR'S MLS Database for purposes permitted by such Rules and Regulations.

(h) "Real Estate Transaction Standard" or "RETS" shall mean the version of the Real Estate Transaction Standard promulgated by the National Association of Realtors® as is currently in effect, or as may be revised, supplemented or enhanced from time to time by the National Association of Realtors®.

(j) "RETS Server" shall mean the computer server maintained on LICENSOR'S behalf by LICENSOR'S MLS Database computer software database management software licensor or vendor on which the RETS Data is hosted.

(k) "LICENSEE'S Software" shall mean the computer programs, source and object codes, and documentation created by LICENSEE that provides efficiency and productivity enhancing functionality to LICENSEE'S customers and clients, including any software the LICENSEE licenses from third parties and is embedded into LICENSEE'S Software, or LICENSEE sublicenses to its customers, clients or licensees as a prerequisite to using the functionality provided by LICENSEE'S Software.

(l) "RETS Clients" shall mean software compliant with RETS that issues requests for data to and receives data from the RETS Server.

2. **Grant of License.**

(a) Subject to the terms and conditions of this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, LICENSOR grants a non-exclusive and non-transferable License to LICENSEE to access the Licensed Data maintained on LICENSOR'S RETS server for the limited purpose of copying such Licensed Data (or derivatives thereof) through LICENSEE'S Software to enable Participants in LICENSOR'S MLS, or real estate licensees affiliated with such Participants, to use the functionality offered by LICENSEE'S Software. LICENSEE agrees that it shall license LICENSEE'S Software for use with the Licensed Data only to persons or entities who, at the time of such license grant, are bona fide Participants in good standing in LICENSOR'S MLS. LICENSEE agrees, immediately upon notice from LICENSOR, to terminate access to the Licensed Data of any customer, client, or licensee of LICENSEE that LICENSOR advises LICENSEE is no long a Participant in LICENSOR'S MLS, and therefore no longer eligible to access and use the Licensed Data .

(b) LICENSOR shall have the right to determine, in its sole discretion, the time periods and frequencies at which LICENSEE, or LICENSEE'S Software, may access LICENSOR'S RETS Server for the purpose of requesting Licensed Data from that Server.

(c) At any time during this Agreement, LICENSOR may, upon written notice by mail, facsimile or e-mail to LICENSEE, amend, modify, limit, or terminate the License granted in Section 2(a) for the reasons stated in the written notice. LICENSEE shall conform, or cause LICENSEE'S Software to conform, to the terms of such notice, including any amendment or termination of the License granted in Section 2(a), immediately upon receipt of LICENSOR'S notice thereof. The bases upon which LICENSOR may amend, modify, limit, or terminate the License granted in Section 2(a) shall include, but not be limited to, the preservation and maintenance of the integrity and optimal performance standards of the computer database management software and hardware that provides the core functionality that LICENSOR'S MLS delivers to LICENSOR'S Participants. If LICENSOR amends, modifies, limits, or terminates the License granted in Section 2(a), or at any other time that LICENSEE chooses in its sole discretion, LICENSEE may terminate this Agreement in its entirety by written notice to LICENSOR (in which event all provisions governing termination of this Agreement shall apply, and the License granted in Section-2(a) shall immediately terminate.

(d) Fee. LICENSEE shall pay to LICENSOR a fee of One Hundred Fifty Dollars (\$150.00) (the "License Fee") during the term of the License. The License Fee is due and payable prior to activation of the account. The License Fee may be increased for any Renewal Term by written notice served upon Licensee by Licensor of the amount of the increased License Fee. Said written notice must be served at least sixty (60) days prior to the

commencement of the Renewal Term. LICENSEE may upon receipt of the notice of the increase in the License Fee elect to terminate the License Agreement. LICENSEE may do so by serving written notice on LICENSOR within thirty (30) days of receipt of the notice of the increased License Fee of its intent to terminate the Agreement.

3. **Term of Agreement.** The Initial Term of this Agreement shall be one (1) year from its Effective Date. The Initial Term shall automatically renew for an additional one (1) year Renewal Term at the expiration of the Initial Term and at the expiration of any Renewal Term thereafter, unless either party notifies the other in writing not less than sixty (60) days prior to the end of the Initial Term or any Renewal Term of its intention not to renew this Agreement.

4. **No Other Rights Granted.**

(a) Apart from the License Rights enumerated in Section 2(a) of this Agreement, LICENSOR does not confer on LICENSEE by this Agreement any ownership right, title, interest, any security interest, or other interest, or any Intellectual Property Right in the Licensed Data, the MLS Data, or any compilations thereof. Apart from the License granted to LICENSEE in Section 2(a), this Agreement also does not confer on LICENSEE any ownership, right, title, interest, or any security interest or other interest, or any Intellectual Property Right, in any editorial, images, or advertising content contributed by LICENSOR or LICENSOR'S Participants to the Licensed Data.

(b) Nothing in this Agreement shall be construed to convey to LICENSEE any right in or to any trademark, service mark or trade name of LICENSOR, nor shall anything in this Agreement be construed to convey to LICENSOR any right in or to any trademark, service mark, or trade name of LICENSEE.

5. **No Modification of MLS Database.** LICENSEE shall neither modify, nor create derivative works based upon the Licensed Data (except to the extent expressly permitted herein), nor use the Licensed Data for any purpose other than that specified by this Agreement, without the prior consent of LICENSOR. Any modification to or derivative work based upon the Licensed Data (other than the design components and content of LICENSEE'S Software) whether made during or subsequent to the terms of this Agreement shall remain the sole and exclusive property of LICENSOR unless both parties agree otherwise in writing.

6. **No Third Party Direct Use or Access.** LICENSEE shall use the Licensed Data solely for the purposes described in LICENSOR'S MLS and subject to the MLS Rules and Regulations. LICENSEE shall not resell, loan, swap or exchange the Licensed Data or any portion thereof. LICENSOR shall have the right to terminate this Agreement immediately upon notice to LICENSEE if LICENSEE violates the provisions of this Section 6. LICENSOR'S right to terminate this Agreement as permitted in this Section 6 shall be in addition to any other rights or remedies available to LICENSOR at law or in equity by reason of LICENSEE'S breach of this Section 6.

7. **LICENSEE'S Duty to Maintain and Support Its Products and Services.** LICENSOR shall not have any duty whatsoever to LICENSEE with respect to the performance, support, or functionality of LICENSEE'S Software.

8. **Non-Competition of LICENSEE.** LICENSEE shall not use any of the Licensed Data originating from LICENSOR'S MLS Database, or any Intellectual Property Rights related thereto, to create, maintain or assemble data or information for use by any Multiple Listing Service owned, operated by, or affiliated (either as a customer, joint venture partner, shareholder or otherwise) with LICENSEE or any licensee or affiliate of LICENSEE, other than LICENSOR'S MLS, or an MLS in which LICENSOR has an ownership interest. LICENSEE acknowledges that a breach of this non-compete agreement would cause irreparable harm to LICENSOR. Remedies at law being inadequate, the limitations and restrictions in Section 8 may, in addition to any other remedies available at law, be enforced by temporary or permanent injunctive relief, or other appropriate equitable relief. The provisions of this paragraph shall survive the termination of this Agreement.

9. **Confidentiality and Nondisclosure.**

(a) Each party (the "Receiving Party") hereby acknowledges that it may be exposed to Confidential Information (as defined herein) of the other party (the "Disclosing Party"). Except as provided herein, the parties further acknowledge that such Confidential Information shall not include the existence of this Agreement, but shall include the terms and conditions of this Agreement. Subject to the License granted to LICENSEE in Section 2(a) to use the Licensed Data (which for all other purposes shall be treated as LICENSOR'S Confidential Information), the Receiving Party agrees to protect the Disclosing Party's Confidential Information to the same extent as the Receiving Party's protects its own Confidential Information, but in any event using not less than reasonable care.

(b) Each party when acting in the capacity of a Receiving Party hereby agrees, during the term of

this Agreement and at all times thereafter, not to use, commercialize or disclose the Disclosing Party's Confidential Information to any person or entity, including customers or potential customers or subscribers of any party, without the express written consent of the Disclosing Party. Upon termination of this Agreement, the Receiving Party shall return to the Disclosing Party all of the Disclosing Party's Confidential Information in whatever form in the Receiving Party's possession or control. This Section 9(b) shall survive the termination of this Agreement.

(c) The Receiving Party acknowledges that unauthorized use, misappropriation or disclosure of the Disclosing Party's Confidential Information or other proprietary information, as described in this Section 9, would cause irreparable harm to the Disclosing Party. Remedies at law being inadequate, the provisions of this Section 9 may be enforced by temporary or permanent injunctive relief. The provision of this Section 9 shall survive the termination of this agreement.

10. **Indemnity and Defense Administration Provisions.** The provisions of this section shall govern all defenses against claims, indemnities against losses or expenses and claims to entitlement to defense or indemnity.

(a) Covenant to Defend. LICENSEE will defend, indemnify and hold harmless LICENSOR, its directors, shareholders, officers, agents, or employees (for the purpose of this Section 10 collectively referred to as "LICENSOR") subject to the terms and conditions of this Section 10, from and against any and all demands, claims, costs losses, judgments, or expenses, including attorney's fees and other defense costs and expenses at trial or on appeal (the "claims") by any third party against LICENSOR that arise as a result of activities of LICENSEE in exercising its rights under this Agreement, or as a result of any material breach of any warranty or covenant of LICENSEE contained in this Agreement, except to the extent such claims are based upon any third party's allegations that LICENSOR has engaged in conduct that constitutes a breach of this Agreement by LICENSOR. LICENSEE further agrees that in the event LICENSEE, its directors, shareholders, agents, employees or independent contractors misappropriates, uses, discloses or disseminates information from the LICENSOR'S MLS Database for which authorization has not been granted by LICENSOR, LICENSEE will defend, hold harmless and indemnify LICENSOR, its directors, shareholders, employees, agents and assigns from and against any and all demands, claims, costs, losses, liabilities or damages, including but not limited to, reasonable attorneys' fees and litigation costs or expenses at trial or on appeal.

(b) Conditions for LICENSEE Defense. To be entitled to defense by LICENSEE against a third-party claim, LICENSOR shall provide LICENSEE with reasonable notice of the existence of a claim by the most expeditious means possible upon learning of the assertion of a claim against LICENSOR (whether or not litigation or other proceeding has been filed or notice thereof served).

(c) Separate Counsel. In any matter giving rise to LICENSEE'S duty to defend LICENSOR pursuant to this Section 10, LICENSEE shall provide counsel to represent LICENSOR, which counsel shall be subject to LICENSOR'S approval, which approval shall not be unreasonably withheld or delayed. In addition to the counsel provided by LICENSEE, LICENSOR shall have the right to engage special counsel at LICENSOR'S expense, provided that such counsel's role is limited to monitoring and advising LICENSOR *about* the status and progress of the defense.

11. **LICENSOR'S Warranty Disclaimers.**

LICENSOR DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO LICENSEE WHATSOEVER, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE LICENSED DATA INCLUDING, WITHOUT LIMITING THE GENERALITY OF THIS EXCLUSION, THE FOLLOWING SPECIFIC WARRANTY DISCLAIMERS:

(a) LICENSOR does not warrant that the Licensed Data will be accessible or usable on any hardware configuration or in any operating environment.

(b) LICENSOR does not warrant that the Licensed Data will be accessible or usable in conjunction with computer programs selected, developed, created, or operated by LICENSEE.

(c) LICENSOR does not warrant:

(1) that the Licensed Data will meet LICENSEE'S requirements or will be available in the combinations desired by or required by LICENSEE or LICENSEE'S customers, clients or licensees.

(2) that any of the LICENSOR'S Participants will utilize the LICENSEE'S services, products or software; or

(3) that the Licensed Data will be error free.

(d) LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO, the selection, procurement, installation, operation, and maintenance of the computer hardware or software necessary to access the RETS Server on which the Licensed Data is maintained. LICENSOR shall not be under any obligation to maintain its current hardware or software on which the MLS Data is maintained or retrieved, nor is LICENSOR obligated to continue to utilize any computer vendor or any service provider. LICENSOR shall not have any obligation to provide LICENSEE with any modifications, enhancements or updates that may be provided to LICENSOR by its computer database software supplier or vendor. LICENSOR shall, however, respond to reasonable inquiries from LICENSEE about any changes to the MLS Database computer hardware or software, or the RETS Server, that may require changes to LICENSEE'S Software or LICENSEE'S products and services.

12. **LICENSEE'S Representations and Warranties.** LICENSEE makes the following representations and warranties to LICENSOR:

(a) Capacity. That LICENSEE has all requisite legal power and authority to enter into, execute and deliver this License Agreement, and to carry out and perform its obligations under the terms of this License Agreement.

(b) Rights. That LICENSEE owns, or has secured valid licenses to the Intellectual Property Rights and proprietary rights to the LICENSEE Software, and any other products and services of LICENSEE that LICENSEE makes available to LICENSOR'S Participants. To the extent the LICENSEE Software or other products and services of LICENSEE contain any components owned or created by a third party, LICENSEE warrants that it has the right to allow their use as a component of LICENSEE'S Intellectual Property Rights of any third party.

(c) RETS Compliance. That LICENSEE'S Software shall function as a RETS Client, and, within a commercially reasonable period following the public release of a new version of RETS, shall be made compatible with such new version of RETS unless the parties agree otherwise.

13. **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, AND FURTHER DAMAGE INCLUDING INJURY TO PROPERTY, AS A RESULT OF THE BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER LICENSOR WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

14. **Notices.** All notices or other communications to be given pursuant to this Agreement shall be in writing, facsimile, or e-mail, and shall be given either personally, by courier or certified U. S. Mail, return receipt requested, postage prepaid or by facsimile or e-mail. Notices shall be deemed given upon receipt by the recipient if delivered personally or by courier, or on the date appearing on the receipt if sent by U. S. Mail or delivered to the facsimile or e-mail address set forth herein. Notices shall be forwarded to the addresses set forth in this Agreement, or to such other addresses as each party shall advise the other in writing. If to LICENSOR:

GREATER ANTELOPE VALLEY ASSOCIATION OF REALTORS
1112 West Avenue M-4
Palmdale, CA 93551
Attention: Chief Executive Officer
(661) 726-9199 (Fax)
PamelaVose@gmail.com

If to LICENSEE: To the address, attention, telephone number, fax and email addresses indicated after LICENSEE'S signature at the end of this Agreement.

15. **Choice of Law.** This Agreement will be interpreted and enforced in accordance with the law of the State of California applicable to agreements made and performed entirely in that state by persons domiciled therein. Suit to enforce this Agreement or any provision thereof will be brought exclusively in the state or federal courts whose territorial jurisdiction includes Los Angeles County, California.

16. **Miscellaneous.** Any provision of this Agreement found by a court of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of the law, and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

17. **Binding of Successors.** This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns permitted by this Agreement.
18. **Headings.** Headings are for reference purposes only and have no substantive effect.
19. **Assignment.** LICENSEE may not assign or delegate any or all of its rights, obligations, and duties under this Agreement without the prior written consent of LICENSOR, which may be withheld in LICENSOR'S sole discretion. Nothing contained in this Agreement, whether express or implied, is intended to confer on any person or entity other than the parties to it and their successors in interest and permitted assigns, any rights or remedies under this Agreement.
20. **Injunctive Relief.** LICENSEE acknowledges that any material violation by LICENSEE of its covenants in this Agreement, including those relating to LICENSOR'S Intellectual Property Rights, would result in damage to LICENSOR that is largely intangible but nonetheless real, and that is incapable of complete remedy by an award of damages. Accordingly, any such material violation shall give LICENSOR the right to seek a court-ordered injunction or other appropriate order to specifically enforce those covenants. LICENSEE expressly waives the posting of any bond or guarantee with respect to the entry of an injunction, either permanent or temporary. The entry of an injunction shall not waive LICENSOR'S right to seek appropriate damages at law, including money damages.
21. **Representation of Counsel; Mutual Negotiation.** Each party has had the opportunity to be represented by counsel of its choice in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
22. **Survival.** The provisions of this Agreement that are intended to survive the termination of this Agreement shall survive for a period of Five (5) years after the expiration or termination of the license granted to LICENSEE in Section 2.
23. **Counterparts.** This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages any of which may be executed by less than all of the parties provided that each party executes at least one such duplicate or duplicate signature page. The parties stipulate that a photostatic copy of any executed original will be admissible in evidence for all purposes in any proceeding as between the parties.
24. **Taxes.** All taxes and charges of any kind imposed by any national, federal, state, or local government concerning the products, services, or other items covered by this Agreement, or their sale or use, or measured by the gross receipts to LICENSEE under this Agreement, shall be collected and paid by LICENSEE, exclusive of franchise taxes and taxes based on LICENSOR'S income, which shall be paid by LICENSOR. The provisions of this section shall survive the expiration or earlier termination of this Agreement. LICENSEE agrees to hold LICENSOR harmless from all federal, state and local sales, excise, use or similar taxes which may be assessed on any revenues generated by LICENSEE in connection with the operation or distribution of the LICENSEE Software or any other products and services of LICENSEE.
25. **Force Majeure.** If the performance of this Agreement or any obligation under it by LICENSOR is prevented, restricted, or interfered with by reason of fire or other casualty or accident, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or any other act or condition whatsoever beyond the reasonable control of LICENSOR, then by written notice to LICENSEE, LICENSOR shall be excused from performance. If the force majeure condition continues for ninety (90) days, then LICENSEE may, at its option and without liability to LICENSOR, terminate this Agreement.
26. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral or written communications with respect to it, all of which are merged into it. Except as specifically provided for, this Agreement may not be altered, amended, or modified except by an instrument in writing signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below:
LICENSEE (Vendor):

By: David Dlh
(Signature)

Printed Name: Dan Dlh
Title: Data & Compliance Manager

Date: _____
Address: 6737 W. Washington Street, #2120, Milwaukee, WI 53214
Telephone: 425-636-6910
Fax: 866-299-4385
Email: brokersolutions@constellationws.com
Attn: Dan Dlh

BROKER of RECORD:

By: _____
(Signature)

Printed Name: _____

Office Name: _____

AGENT:

By: _____
(Signature)

Printed Name: _____

LICENSOR:
GREATER ANTELOPE VALLEY ASSOCIATION OF REALTORS

By: _____
(Signature)

Date: _____

Printed Name: _____

Title: _____

IDX Rules

12.16 Use of Listing Information on Internet [Also known as Internet Data Exchange (“IDX”)]. “Internet Data Exchange” (“IDX”) is a means by which listing brokers permit limited electronic display of their active, pending and sold listing data, in accordance with the IDX rules set forth herein, by other participating Broker Participants 37 and R.E. Subscribers on websites and using applications for mobile devices that said participating Broker Participants and R.E. Subscribers control.

(a) Authorization. Subject to paragraphs (b) through (s) below, and notwithstanding anything in these rules and regulations to the contrary, Broker Participants and R.E. Subscribers may electronically display aggregated MLS active, pending and sold listing information through either downloading or by framing such information on the MLS or association public access website (if such a site is available). The MLS’s download will include at least 3 years of publicly accessible sold listing data. “Publicly accessible” sold information as used in the IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records.

(b) Consent. The listing brokers’ consent for such internet display is presumed, in satisfaction of Rule 12.8, unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display on either on a blanket or on a listing-by listing basis. Listing brokers that refuse to permit other Broker Participants or R.E. Subscribers to display their listing information on a blanket basis may not display MLS active listing information of other brokers’ listings. Even where listing brokers have given blanket authority for other Broker Participants and R.E. Subscribers to partake in IDX display of their listings, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display.

(c) Control. Broker Participants and R.E. Subscribers may only partake in IDX display on websites and applications for mobile devices which they control. Under IDX policy, “control” means that Broker Participants and R.E. Subscribers must have the ability to add, delete, modify and update information as required by the IDX policy. All displays of IDX listings must also be under the actual and apparent control of the Broker Participant and/or R.E. Subscriber, and must be presented to the public as being that Broker Participant’s and/or R.E. Subscriber’s display. Actual control requires that Broker Participants and R.E. Subscribers have developed the display, or caused the display to be developed for themselves pursuant to an agreement giving the Broker Participant and/or R.E. Subscriber authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the Broker Participant’s and/or R.E. Subscriber’s display will understand the display is the Broker Participant’s and/or R.E. Subscriber’s, and that the display is controlled by the Broker Participant and/or R.E. Subscriber.

(d) Display Content. Broker Participants and R.E. Subscribers shall not display confidential information fields, as determined by the MLS in the MLSs’ sole discretion, such as that information intended for cooperating brokers rather than consumers.

(e) Listing Attribution. All IDX listing displays shall identify the name of the listing firm and the name of the listing agent in a manner designed to easily identify such listing firm or agent. Such identification shall be in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimum information (e.g. a one-line or thumbnail search result, text messages, “tweets”, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

(f) Modifications and Augmentations. Broker Participants and R.E. Subscribers shall not modify or manipulate information relating to other participants listings. Broker Participants and R.E. Subscribers may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

(g) Source and Update. Information displayed shall indicate the MLS as the source of the information being displayed and the most recent date updated. Displays of minimum information (e.g. a one-line or thumbnail search result, text messages, “tweets”, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. Broker Participants and R.E. Subscribers shall update all downloads and refresh all MLS downloads and IDX displays automatically fed by those downloads at least once 12 hours.

(h) Usage Limitations. Broker Participants and R.E. Subscribers shall indicate on their displays that the information being provided is for consumers’ personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. Displays of minimum information (e.g. a one-line or thumbnail search result, text messages, “tweets”, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

(i) Display Purpose. Broker Participants and R.E. Subscribers may not use IDX-provided listings for any purpose other than display as provided in these rules. This does not require Broker Participants and R.E. Subscribers to prevent indexing of IDX listings by recognized search engines.

(j) Restricted Display. Listings, including property addresses, can be included in IDX display except where sellers have directed their listing brokers to withhold their listings or the listings’ property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs).

(k) Selective Listing Display. Not all listings from the MLS must be displayed as long as any exclusions from display on Broker Participants’ and R.E. Subscribers’ IDX sites are based on objective criteria, e.g. type of property, listed price, listing status or geographical location. Selection of listings displayed on any IDX site must be independently made by each Participant.

(l) Restricted Access and Distribution. Sharing of the MLS compilation with any third party not authorized by the MLS is prohibited. Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide or make any portion of the MLS database available to any person or entity.

(m) Brokerage Identification. Any IDX display controlled by a Broker Participant or R.E. Subscriber must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

(n) Co-Mingling. A Broker Participant or R.E. Subscriber may co-mingle listings through IDX from this MLS with listings from other MLS sources on its IDX display, provided all such displays are consistent with these IDX rules, and the MLS Participant (or MLS subscriber) holds participatory rights in those MLSs. Co-mingling is the ability for a visitor to the website to execute a single property search of multiple IDX feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. Listings obtained from other MLSs must display the source from which each such listing was obtained. Displays of minimum information (e.g. a one-line or thumbnail search result, text messages, "tweets", etc of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

(o) Third Party Comments and Automated Value Estimates. Any IDX display controlled by a Broker Participant or R.E. Subscriber that (a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, shall disable or discontinue either or both of those features as to the seller's listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Broker Participants and R.E. Subscribers. Except for the foregoing and subject to section (o) below, a Broker Participant's or R.E. Subscriber's IDX display may communicate the Broker Participant's or R.E. Subscriber's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its viewers that a particular feature has been disabled at the request of the seller.

(p) Making Corrections. Broker Participants and R.E. Subscribers shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of Broker Participants and R.E. Subscribers beyond that supplied by the MLS and that relates to a specific. Broker Participants and R.E. Subscribers shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for that property explaining why the data or information is false. However, the Broker Participants and R.E. Subscribers shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

(q) Search Result Limitation. Broker Participants and R.E. Subscribers shall limit the number of listings that a viewer may view, retrieve, or download to not more than 500 in response to any inquiry.

(r) Advertising. Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Broker Participant's and/or R.E. Subscriber's logo and contact information is larger than that of any third party.

(s) Disclaimer. Broker Participants and R.E. Subscribers shall indicate on their displays, in a manner readily visible to consumers but not less than 7 pt type, the following, or substantially similar, notice:

Based on information from the Greater Antelope Valley Assn. of REALTORS®, Inc. (alternatively, from the Greater Antelope Valley MLS) for the period (date) through (date). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

Displays of minimum information (e.g. a one-line or thumbnail search result, text messages, "tweets", etc of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes the required disclosure. **(Fineable Offense - see Appendix D)**

12.16.1 Notification of Authorized Participants and Subscribers. Broker Participants and R.E. Subscribers partaking in the display of IDX information of other brokers' listings pursuant to Section 12.16 must notify the MLS before displaying said IDX information and must give the MLS direct access as well as allow access for other MLS Participants for purposes of monitoring/ensuring compliance with applicable rules and policies.

12.16.2 Right to Charge for Download. The MLS has the right to charge the costs of adding or enhancing its downloading capacity to Participants and Subscribers who request downloading of listing information pursuant to Section 12.16.

12.16.3 Listing Broker's Right to Opt Out of Internet Advertising of MLS Information. If the A.O.R. advertises MLS information on the Internet or licenses MLS information for advertising on the Internet, the listing Broker also shall have the right to opt out of such advertising in accordance with the MLS's procedures for opting out. The listing Broker shall have the right to refuse to have listings displayed on a blanket basis or on a listing by listing basis in accordance with Section 12.16 by affirmatively notifying the MLS in accordance with the MLS procedures for opting out. Notwithstanding anything in these rules and regulations to the contrary, the A.O.R. reserves the right to determine whether to provide Internet advertising services and whether such services are to be made available to non-A.O.R. members.

VOW Rules

12.19 Virtual Office Websites ["VOW"].

Section 12.19.1 (a): A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate Brokerage services to consumers with whom the Participant has first established a Broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal Broker or sales licensee affiliated with a Participant (i.e. Subscriber) may, with his or her Participant's consent, operate a VOW. Any VOW of a Subscriber is subject to the Participant's oversight, supervision, and accountability.

(b) As used in Section 12.19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal Brokers and sales licensees (i.e.

Subscribers) – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a Subscriber, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

(c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 12.19 of these Rules, the term “MLS Listing Information” refers to active listing information and non-confidential pending and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 12.19.2 (a): The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”) as set forth in Rule 12.16.

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

Section 12.19.3 (a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful Broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate Brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of and a valid email address for each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

(b) The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.

(c) If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

(d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:

- i. That the Registrant acknowledges entering into a lawful consumer-Broker relationship with the Participant;
- ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
- iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
- iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant’s consideration of the purchase or sale of an individual property;
- v. That the Registrant acknowledges the MLS’s ownership of, and the validity of the MLS’s copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants’ listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 12.19.4: A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal Broker or sales licensee licensed with the Participant (i.e. Subscriber), must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 12.19.5: A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS

Section 12.19.6 (a): A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing Broker to withhold the seller's listing or property address from display on the Internet. The listing Broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

(b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

Seller Opt-Out Form

1. Please check either Option A or Option B

a. I have advised my Broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

b. I have advised my Broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. _____

initial of sellers

(c) The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

Section 12.19.7: (a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing Broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 12.19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

Section 12.19.8: A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing Broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing Broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 12.19.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 12.19.10: Except as provided in these rules, the VOW Policy set forth in Exhibit A hereto or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 12.19.11: A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 12.19.12: A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing Broker, and whether the listing Broker is a REALTOR®.

Section 12.19.13: A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy set forth in Exhibit A hereto and any other applicable MLS rules or policies.

Section 12.19.14: A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 12.19.15: A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- a. Expired or withdrawn listings.
- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- d. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- e. Instructions or remarks intended for cooperating Brokers only, such as those regarding showings or security of listed property.

Section 12.19.16: A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

Section 12.19.17: A Participant shall cause to be placed on his or her VOW in a manner readily visible to consumers but not less than 7 pt type, the following, or substantially similar, notice:

Based on information from the Greater Antelope Valley Assn. of REALTORS®, Inc. (alternatively, from the Greater Antelope Valley MLS) for the period (date) through (date). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 12.19.18: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing Broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 12.19.19: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 500 sold listings in response to any inquiry.

Section 12.19.20: A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

Section 12.19.21: A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 12.19.22: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a Broker not participating in the MLS, to identify the source of the listing.

Section 12.19.23: A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a Broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 12.19.24: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 12.19.25: Where a seller affirmatively directs their listing Broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.



Greater Antelope Valley Association of REALTORS®

1112 West Avenue M4, Palmdale, CA 93551

Phone: 661-726-9175 www.gavar.org www.avrealestate.com

CREDIT CARD PAYMENT AUTHORIZATION
NO FAXES ACCEPTED -Please Print Legibly-
Please scan and email this form to:

susanmgavar@gmail.com or Natalygavar@gmail.com

Date: _____

Member Name: _____

Name on card: _____

Card billing address: _____

City: _____ St. _____ Zip: _____

Contact Phone #: () _____

Contact email: _____

WE ACCEPT:

VISA



MC



DISCOVER



Credit card #: _____ - _____ - _____

Expiration Date: _____ / _____

Verification Code (last 3 digits on back of card): _____

Authorized Charge Amount \$ _____

Authorized Signature: _____

Please check box for reason of charge:

- RE-INSTATE MEMBERSHIP
- CLASS SIGN UP: _____
- MLS SEMI-ANNUAL DUES
- MLS VIOLATION: (LISTING # TO REFERENCE) _____
- REALTOR ANNUAL DUES
- BROKER OPEN DRAWING (DATE OF B.O.) ____/____/____
- NON ATTENDANCE OF ORIENTATION FEE
- OTHER, PLEASE EXPLAIN: _____