

**Forgotten Coast REALTOR Association INC. “FCRAMLS”
DATA LICENSE AGREEMENT**

**Forgotten Coast REALTOR Association, Inc.
78 11th Street
Apalachicola, Florida 32320
(850) 653-3322**

FCRAMLS DATA LICENSE AGREEMENT

Date: _____

This is a legally binding License Agreement between _____ (Broker/Participant), and _____ (Agent/Subscriber) if applicable, and _____ (Web Designer/Consultant(s)) if applicable and The Constellation Web Solutions, Inc. _____ (Web Designer/Consultant(s)) if applicable and The Forgotten Coast REALTOR Association, Inc. MLS (FCRAMLS). Participant must be a Participating Broker by not opting out of IDX or by operating a VOW. See current FCRAMLS's Rules and Regulations for further details.

The Participant is requesting access to FCRAMLS Data in the following format: (Circle One)
RETS API

The Participant is requesting access to FCRAMLS Data for the purpose of: (Circle One)
IDX Display (website) VOW (website) Back Office System

AGREEMENT

This **AGREEMENT** is made and entered into by and among **FCRAMLS**, the Participant, Consultant(s), if any, and Subscriber if applicable whose names and contact information appear on the Signature Page of this "Agreement".

RECITALS

Participant wishes to obtain, and **FCRAMLS** wishes to provide, data for Participant's and/or Subscriber's internal use, IDX, or VOW Display, including the listing data of other Participating Brokers. Participants may wish to engage Consultant(s), i.e., other companies or individuals who are not employees of Participant, to perform data downloading, manipulation, and formatting, as well as programming and design.

DEFINITIONS

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

"Affiliated VOW Partner (AVP)": 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 FCRAMLS's VOW Policy and Rules and Regulations.

"Back Office System": Any data compilation (lead reporting, transaction management platform, accounting reports, etc.) within a firm that shall not be used for public display.

"Consultant(s)": Other companies or individuals who are not employees of Participant, to perform data downloading, manipulation, and formatting, as well as programming and web design.

"FCRAMLS": Shall mean The Forgotten Coast REALTOR Association, Inc. Multiple Listing Service.

"FCRAMLS": The current filtered aggregate compilation of all active exclusive listings of all Participating Brokers except those listings where the property seller has opted out of internet publication by so indicating on the listing agreement. The filtered data feed includes the data fields identified in Exhibit "A". The FCRAMLS Data Feed is owned by FCRAMLS.

"IDX Data": The current aggregate compilation of all active listings of all IDX Brokers except those listings where the property seller has opted out of Internet publication by so indicating on the listing agreement. FCRAMLS owns the IDX Data.

"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, lease and appraisal of real property.

“Participant”: Any broker who is a principal, partner, corporate officer, or branch manager acting on behalf of the principal, without further qualification, shall be eligible to participate in the **FCRAMLS** upon agreeing in writing to conform to the Rules and Regulations thereof and pay the costs incidental thereto.

“Participant Data”: Data relating to real estate for sale or lease, previously sold or listed for sale or lease, including the **FCRAMLS** Database, and data entered into the multiple listing system by Participant. **FCRAMLS** owns the “Participant Data”.

“Participating Broker”: A Participant who gives permission to other Participant’s to display its active listings on their IDX or VOW Displays in return for their permission to display their listings on its IDX or VOW Display.

“Rules”: The Rules and Regulations of **FCRAMLS**, as amended from time to time, and any operating policies relating to the **FCRAMLS** and “Participating Brokers” promulgated by **FCRAMLS**.

“Subscriber”: Any non-principal broker or sales person that is licensed under a Participant.

“Virtual Office Website (VOW)”: An **FCRAMLS** 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 **FCRAMLS** listing information, subject to the Participant’s oversight, supervision, and accountability.

LICENSE

1. License Grant. Subject to the terms and conditions of this Agreement, **FCRAMLS** hereby grants to AVP/Consultant a License to receive from **FCRAMLS** a RETS or API access to the **FCRAMLS** Listing Information for use solely and exclusively in connection with the use of **FCRAMLS** Listing Information on Participant’s authorized VOW, product or service.
2. Limitations on License. Except as expressly set forth in this Agreement, AVP/Consultant shall not, and shall not facilitate, cause, or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the **FCRAMLS** Listing Information, or otherwise create any derivative works of the **FCRAMLS** Listing Information, (b) download, distribute, export, deliver, or transmit any of the **FCRAMLS** Listing Information, including to any computer or other electronic device, except to Participant’s authorized VOW, product or service as permitted under this Agreement, or (c) sell, grant access to, or sublicense the **FCRAMLS** Listing Information, or any portion of the **FCRAMLS** Listing Information, to any third party. AVP/Consultant agrees to take all reasonable steps necessary to protect the **FCRAMLS** Listing Information from unauthorized access, distribution, copying or use.
3. License Fees and Payment; Expenses. In consideration for the License granted under this Agreement, Participant, Subscriber or AVP/Consultant agrees to pay to Navica the license fees and other fees as set by Navica. If AVP/Consultant pays these fees, the Participant or Subscriber will not be required to pay these fees. All fees must be paid in advance and are non-refundable. All subsequent annual fees shall be due and payable on the applicable anniversary dates of the Effective Date.
4. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE FCRAMLS LISTING INFORMATION, IS PROVIDED “AS IS,” AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 19 OF THIS AGREEMENT, FCRAMLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OWNERSHIP

1. Ownership of Intellectual Property. AVP/Consultant acknowledges and agrees that the **FCRAMLS** Listing Information is proprietary, original works of authorship of **FCRAMLS**, may consist of information for which **FCRAMLS** has sufficient rights to grant this license, and is protected under United States copyright law. AVP/Consultant further acknowledges and agrees that all right, title, and interest in and to the **FCRAMLS** Listing Information and any modifications, enhancements, or derivative works of the **FCRAMLS** Listing Information, are and shall remain the property of **FCRAMLS**. This Agreement does not convey or grant to AVP/Consultant an interest in or to the **FCRAMLS** Listing Information, but only a limited right to access, use or display the **FCRAMLS**

Participant’s Initials _____

Subscriber’s Initials _____

Consultant’s Initials DD

Listing Information, and this right is revocable in accordance with the terms of this Agreement. AVP/Consultant agrees that it will not challenge or take any action inconsistent with FCRAMLS's ownership of or rights to the FCRAMLS Listing Information as described herein.

2. Trademark License. FCRAMLS grants to AVP/Consultant a limited, non-exclusive, revocable license to use FCRAMLS's trademark(s) identified for the sole purpose of identifying FCRAMLS as the source of the FCRAMLS Listing Information. AVP/Consultant agrees that it shall not use FCRAMLS trademark(s), or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademark(s) of FCRAMLS, or represent or suggest any affiliation between FCRAMLS and AVP/Consultant. AVP/Consultant agrees that it will not file any applications or assert any rights to the FCRAMLS trademark(s) in the United States, or any other country or territory. FCRAMLS may subsequently grant similar rights to AVP/Consultant to use other trademark(s) of FCRAMLS, and AVP's/Consultant's use thereof shall be subject to the provision of this paragraph.
3. Proprietary and Other Notices. AVP/Consultant agrees that it will include and not alter or remove any trademark(s), copyright, other notices, or any disclaimers located or used on or in connection with the FCRAMLS Listing Information. AVP/Consultant agrees to provide notice to any person with access to the display of the FCRAMLS Listing Information that the source of the FCRAMLS Listing Information is FCRAMLS.

FCRAMLS OBLIGATIONS

1. During the term of this Agreement, FCRAMLS grants to Participant a license to:
 - a. Display the FCRAMLS Data on Participant's IDX Displays, VOW Displays, or Back End Systems, and;
 - b. Make copies of the FCRAMLS Data to the extent necessary to deliver the FCRAMLS Data to consumers on Participant's IDX Displays, VOW Displays, or Back End Systems.
2. During the term of this Agreement, FCRAMLS agrees to provide to Participant, Subscriber, and its Consultant(s):
 - a. Access to the FCRAMLS Data via the Internet using RETS or API under the same terms and conditions FCRAMLS offers to other Participant's;
 - b. Ten (10) days' advance notice of changes to the file and record formats of the FCRAMLS Data

PARTICIPANT'S OBLIGATIONS

1. Participant and Consultant hereby acknowledge that FCRAMLS has provided each with a copy of the FCRAMLS Rules and Regulations and agree to be bound by and comply with the Rules and Regulations.
 - a. The Rules and Regulations may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the Rules and Regulations will govern.
 - b. FCRAMLS may modify the Rules and Regulations at any time, in its sole discretion. FCRAMLS agrees to deliver to Participant and Consultant any modification of the Rules and Regulations, and Participant and Consultant shall comply with such modification not later than five (5) business days after receipt.
2. Participant acknowledges FCRAMLS's ownership of the copyrights in the Participant Data and the FCRAMLS Data.
3. Participant shall comply with the requirements relating to confidential information set forth below.
4. In the event that Participant desires to make the FCRAMLS Data or the Confidential Information available to any third party, Participant agrees to require such third party to execute this Agreement and become a Consultant(s) or Subscriber.
5. Failure to comply with the terms of this Agreement, the FCRAMLS Rules and Regulations with regard to IDX, VOW, or Back Office System participation, or the misuse of IDX, VOW, or Back Office System data shall result in substantial fines, suspension or termination, as determined by FCRAMLS, of your IDX, VOW, or Back Office System privileges if not remedied within five (5) business days of written notice from FCRAMLS. Refer to Section 9.1.2-Fines, FCRAMLS Rules and Regulations.
6. Participant shall notify FCRAMLS in writing within five (5) business days of any change to the information relating to Participant or Subscriber on the Information and Signature Page below.

CONSULTANT(S) OBLIGATIONS

1. If FCRAMLS notifies Participant of a breach of the Rules or this Agreement and Participant does not cure such breach within five (5) business days, FCRAMLS may contact Consultant(s) to cure any such breach that is within Consultant(s) control. Consultant(s) agrees to cooperate with FCRAMLS and act immediately upon notification by FCRAMLS of an uncured breach by Participant.

2. Consultant(s) acknowledges FCRAMLS's ownership of the copyrights in the Participant Data and the FCRAMLS Data.
3. Consultant(s) shall comply with the requirements relating to confidential information set forth below.
4. Consultant(s) shall notify FCRAMLS in writing within five (5) business days of any change to the information relating to it on the Consultant(s) Information and Signature Page below.
5. Vendor is required to sign a FCRAMLS Data License Agreement with FCRAMLS for every REALTOR® broker and licensee for whom Vendor provides service. If Vendor signs an Agreement for one Participant's access to the IDX, VOW, or Back Office System Data, Vendor is not authorized to use the IDX, VOW, or Back Office System Data for Vendor's other clients unless they have signed a FCRAMLS Data License Agreement. Any Vendor that provides the information to anyone other than approved Participants of the FCRAMLS who have signed a FCRAMLS Data License Agreement, will lose access to the IDX or VOW Data provided to Vendor for its clients. Vendor agrees to comply with the FCRAMLS Rules & Regulations, which are incorporated in and made a part of this Agreement by reference.
6. Consultant must supply in writing any and all IDX Displays, VOW Displays, or Back Office Systems that will be using data obtained through this Agreement. If any changes are made to the distribution of said data this Agreement must be resubmitted to reflect these changes. If FCRAMLS is not notified in writing of a change and one is reported to or found by FCRAMLS this Agreement will be considered null and void; and the data feed or URL will be cancelled.
7. Failure to comply with the terms of this Agreement, the FCRAMLS Rules and Regulations with regard to IDX, VOW, or Back Office System participation, or the misuse of IDX, VOW, or Back Office System data shall result in substantial fines, suspension or termination, as determined by FCRAMLS, of your IDX, VOW, or Back Office System privileges if not remedied within five (5) business days of written notice of such noncompliance from FCRAMLS.

CONFIDENTIAL INFORMATION

1. **"Confidential Information"** is information or material proprietary to FCRAMLS or designated "confidential" by FCRAMLS and not generally known to the public, which Participant, Subscriber, or Consultant(s) or any one of them (the "Receiving Party") may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):
 - a. All Participant Data, except the FCRAMLS Data to the extent to which this Agreement and the Rules permit its disclosure;
 - b. All documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
 - c. Software, source code, object code, diagrams, flow charts;
 - d. Techniques, procedures;
 - e. IP addresses, access codes and passwords; and
 - f. Any information that FCRAMLS obtains from any third party that FCRAMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by FCRAMLS.
2. **Exceptions.** The Confidential Information does not include information that:
 - a. Is in the public domain at the time of disclosure;
 - b. Is known to all parties other than the Participant at the time of disclosure;
 - c. Is used or disclosed by the Receiving Party with the prior written consent of FCRAMLS, to the extent of such consent;
 - d. Becomes known to the Receiving Party from a source other than FCRAMLS 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 FCRAMLS or;
 - e. Is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to FCRAMLS prompt notice of any such order.
3. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with FCRAMLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by FCRAMLS.
4. **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.

5. **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 FCRAMLS 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.
6. **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 without prior written consent from FCRAMLS. If FCRAMLS 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.
7. **Restriction of Use-Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without FCRAMLS's prior written consent. In the event FCRAMLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
8. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by FCRAMLS, the Receiving Party will return to FCRAMLS all Confidential Information and all other materials provided by FCRAMLS to the Receiving Party. The Receiving Party will also erase, delete, or destroy all Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of FCRAMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to FCRAMLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

1. The term of this Agreement begins on the "Effective Date" set forth on the FCRAMLS Information and Signature Page below. FCRAMLS 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. AVP/CONSULTANT giving FCRAMLS, Participant or Subscriber written notice of the termination;
 - b. Participant or Subscriber giving notice to FCRAMLS they no longer intend to display the FCRAMLS Listing Information;
 - c. AVP/CONSULTANT being no longer designated to provide IDX, VOW, or Back Office System services to Participant or Subscriber;
 - d. Participant or Subscriber ceasing to remain a Participant or Subscriber in the FCRAMLS;
 - e. AVP/CONSULTANT accessing, downloading, or using data in a manner not authorized for Participants that hinders the ability of Participant or Subscriber to download data;
 - f. Participant, Subscriber or AVP/CONSULTANT violating a VOW Policy, VOW Rule; or
 - g. Participant, Subscriber or AVP/CONSULTANT failing to make required payments to the FCRAMLS.
2. Participant, Subscriber, or Consultant's failure to comply with the terms of this Agreement, the FCRAMLS Rules and Regulations with regard to IDX, VOW, or Back Office System participation or the misuse of IDX, VOW, or Back Office System data shall result in substantial fines, suspension or termination, as determined by FCRAMLS, of your IDX, VOW, or Back Office System, or FCRAMLS privileges if not remedied within five (5) business days from written notification from FCRAMLS.

GENERAL PROVISIONS

1. **Survival of Obligations.** The obligations of Participant set forth under Participant's Obligations above and the obligations of Consultant(s) under Consultant(s) Obligations above shall survive the termination or expiration of this Agreement.
2. **FCRAMLS's Remedies.** Because of the unique nature of the Participant Data and Confidential Information, Participant, Subscriber, and Consultant(s) acknowledge that FCRAMLS 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 FCRAMLS for a breach. FCRAMLS 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 Participant, Subscriber, Consultant(s), or any one of them, without showing or proving any actual damages sustained by FCRAMLS.
3. **Attorney's fees.** If FCRAMLS 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 FCRAMLS's reasonable attorney's fees and costs for such legal action.
4. **Limitation of Liability.** FCRAMLS's liability to Participant, Subscriber, and Consultant(s) for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Participant, Subscriber, and Consultant(s) to FCRAMLS, if any, under this Agreement. Participant, Subscriber, and Consultant(s) only other

Participant's Initials _____

Subscriber's Initials _____

Consultant's Initials DD

remedy shall be termination of this Agreement. FCRAMLS shall not be liable for any incidental or consequential damages under any circumstances, even if FCRAMLS has been advised of the possibility of such damages. FCRAMLS shall have no liability for inaccuracies in the FCRAMLS Data or the Participant Data and makes no warranties of any kind with regard to the FCRAMLS Data and/or the Participant Data and the accuracy of such data. Participant, Subscriber, and Consultant(s) acknowledge that FCRAMLS is a repository of information provided by third parties and provides such information to Participants, subscribers, and consultant(s) as a service with no warranties or representations as to accuracy or content of such information.

5. **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.
6. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in the courts in Columbia County Florida.
7. **Indemnification.** Participant and Vendor indemnify and hold harmless FCRAMLS, its officers, directors, employees, attorneys, and licensees, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys' fees and costs, arising out of or connected with any breach by Participant or Vendor of any of the terms and conditions of this Agreement, including any breach of representation or warranty set forth in this Agreement, and the use and display of the FCRAMLS Listing Information. FCRAMLS shall have the right to control its own defense and engage legal counsel acceptable to FCRAMLS.
8. **Access to IDX/VOW.** Participant and Subscriber shall at all times make Participant's and Subscriber's IDX or VOW Displays, product or service readily accessible to FCRAMLS and to all FCRAMLS Participants for purposes of verifying compliance with the Rules. Participant's IDX or VOW Displays, product or service is accessible by the following means or at the following URL (include any necessary third-level domain names):

9. **Changes.** Participant must supply FCRAMLS in writing any and all websites that will be using data obtained through this Agreement. If any changes are made to the distribution of said data this page must be resubmitted to reflect these changes. If FCRAMLS is not notified of a change and one is reported to or found by FCRAMLS this Agreement will be considered in default and null and void; and the IDX, VOW, or Back Office System access will be terminated.
10. **Broker/Licensee:** Broker or Broker's licensee understands that if the Broker or Broker's licensee is no longer a Participant or Subscriber of FCRAMLS or if the Broker's licensee leaves the Broker's employ both the Broker and Broker's licensee are obligated to immediately notify FCRAMLS so that the IDX Data access may be completed and signed a FCRAMLS Data License Agreement.
11. **Notices:** All notices to be given under this Agreement shall be made in writing and delivered by U.S. certified mail, return receipt requested, facsimile transmission, or email to the appropriate party at the address provided on the signature page of this Agreement. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement. Notice shall be effective upon receipt.
12. **No Joint Venture:** Nothing in this Agreement shall be construed to create a partnership or joint venture between FCRAMLS and AVP/CONSULTANT.
13. **Severability:** Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.
14. **No Waiver:** The waiver by either party of or the failure of either party to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement.
15. **No Assignment:** Neither Participant, Subscriber nor AVP/CONSULTANT may assign or otherwise transfer any rights under this Agreement to any party without the prior written consent of FCRAMLS.
16. **Survival:** The obligations of Participant and AVP/CONSULTANT as set forth in the following sections of this Agreement, Section "License" paragraphs 2, 3 and 4; Section "Consultant(s) Obligations" paragraph 5; Section "Confidential Information" paragraphs 3, 4, 5 and 8; Section "Term and Termination" paragraphs 1 and 2; and Section "General Provisions" paragraphs 2, 3, 4, 7, 8 and 12, shall survive the termination of this Agreement.
17. **Execution and Amendment:** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Agreement. This Agreement may not be amended except in writing signed by Participant, AVP/Consultant, and MLS.

Participant's Initials _____

Subscriber's Initials _____

Consultant's Initials DD

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Signature Page

WHEREFORE, the parties hereto have executed this Agreement by their authorized representatives as of the Effective Date: _____

Participant understands and agrees that Participant is responsible for Participant's licensee with regard to the IDX, VOW, or Back Office System Data. FCRAMLS recommends that Participant secure a written agreement with their licensee with regard to the IDX, VOW, or Back Office System Data, FCRAMLS recommends that Participant secure a written agreement with their licensee as to the proper use of the IDX, VOW, or Back Office System Data.

Licensee/ Subscriber Information and Signature
Signature of Licensee
Print Name of Licensee
E-mail Address of Licensee/Member
IDX or VOW Display location (website URL)

Participant/ Broker Information and Signature
Signature of Broker of Record
Print Name of Broker of Record
E-mail Address of Broker of Record
Phone Number
IDX Displays, VOW Displays, or Back End Systems location (website URL)

Consultant/ Web Designer/ Vendor/ AVP Information and Signature

Signature of Consultant/ Web Designer/ Vendor/ AVP Dan Dlh
Print Name of Consultant/ Web Designer/ Vendor/ AVP 425-636-6910
Phone Number of Consultant/ Web Designer/ Vendor/ AVP brokersolutions@constellationws.com
Email Address of Consultant/ Web Designer/ Vendor/ AVP http://constellationws.com
Website of Consultant/ Web Designer/ Vendor/ AVP

FCRAMLS Information and Signature
Signature
Print Name
E-mail Address
Phone Number
Effective Date:

FCRAMLS DATA ACCESS AGREEMENT EXHIBIT “A”

MAY NOT DISPLAY

Residential	Manufactured Home
Listing Type (i.e. Exclusive Right of Sale)	Listing Type (i.e. Exclusive Right of Sale)
FCRAMLS Only Entry	FCRAMLS Only Entry
Agency (i.e. Transaction Broker)	Agency (i.e. Transaction Broker)
Limited Service Listing	Limited Service Listing
Expire Date	Expire Date
Sellers Last Name/ First Name	Sellers Last Name/ First Name
Occupant's Name	Occupant's Name
Occupant's Primary #	Occupant's Primary #
Occupant's Secondary #	Occupant's Secondary #
Listhub.com YN	Listhub.com YN
Realtor.com YN	Realtor.com YN
Trans. Broker (\$ or %)	Trans. Broker (\$ or %)
Buyer Broker (\$ or %)	Buyer Broker (\$ or %)
Non Representative (\$ or %)	Non Representative (\$ or %)
Var/Dual Rate Commission	Var/Dual Rate Commission
Bonus to Selling Office YN	Bonus to Selling Office YN
Lock Box Loc	Lock Box Loc
Caravan Type	Caravan Type
Caravan Date	Caravan Date
Franchise IDX opt-in YN	Franchise IDX opt-in YN
Private Remarks	Private Remarks
Current Expire Dt	Current Expire Dt
New Expire Dt	New Expire Dt
Pend/Contract Dt	Pend/Contract Dt
Pending Agent	Pending Agent
Seller Concessions YN	Seller Concessions YN
Seller Concessions (\$)	Seller Concessions (\$)
Concession Remarks	Concession Remarks
Buyer Name	Buyer Name
Closing Remarks	Closing Remarks
Showing Instructions	Showing Instructions
Services Not Provided by LO	Services Not Provided by LO

FCRAMLS DATA ACCESS AGREEMENT EXHIBIT “A” CONTINUED

MAY NOT DISPLAY

Multi-Family	Vacant
Listing Type (i.e. Exclusive Right of Sale)	Listing Type (i.e. Exclusive Right of Sale)
FCRAMLS Only Entry	FCRAMLS Only Entry
Agency (i.e. Transaction Broker)	Agency (i.e. Transaction Broker)
Limited Service Listing	Limited Service Listing
Expire Date	Expire Date
Sellers Last Name/ First Name	Sellers Last Name/ First Name
Occupant's Name	Occupant's Name
Occupant's Primary #	Occupant's Primary #
Occupant's Secondary #	Occupant's Secondary #
Listhub.com YN	Listhub.com YN
Realtor.com YN	Realtor.com YN
Trans. Broker (\$ or %)	Trans. Broker (\$ or %)
Buyer Broker (\$ or %)	Buyer Broker (\$ or %)
Non Representative (\$ or %)	Non Representative (\$ or %)
Var/Dual Rate Commission	Var/Dual Rate Commission
Bonus to Selling Office YN	Bonus to Selling Office YN
Lock Box Loc	Lock Box Loc
Caravan Type	Caravan Type
Caravan Date	Caravan Date
Franchise IDX opt-in YN	Franchise IDX opt-in YN
Private Remarks	Private Remarks
Current Expire Dt	Current Expire Dt
New Expire Dt	New Expire Dt
Pend/Contract Dt	Pend/Contract Dt
Pending Agent	Pending Agent
Seller Concessions YN	Seller Concessions YN
Seller Concessions (\$)	Seller Concessions (\$)
Concession Remarks	Concession Remarks
Buyer Name	Buyer Name
Closing Remarks	Closing Remarks
Showing Instructions	Showing Instructions
Services Not Provided by LO	Services Not Provided by LO

FCRAMLS DATA ACCESS AGREEMENT EXHIBIT “A” CONTINUED

MAY NOT DISPLAY

Commercial / Industrial	Commercial Lease (Lease)
Listing Type (i.e. Exclusive Right of Sale)	Listing Type (i.e. Exclusive Agency)
FCRAMLS Only Entry	FCRAMLS Only Entry
Agency (i.e. Transaction Broker)	Agency (i.e. Single Agency)
Limited Service Listing	Limited Service Listing
Expire Date	Expire Date
Project Name	Project Name
Comp Plan Land Use Designation	Comp Plan Land Use Designation
Sellers Last Name/ First Name	Sellers Last Name/ First Name
Occupant's Name	Occupant's Name
Occupant's Primary #	Occupant's Primary #
Occupant's Secondary #	Occupant's Secondary #
Listhub.com YN	Listhub.com YN
Realtor.com YN	Realtor.com YN
Trans. Broker (\$ or %)	Trans. Broker (\$ or %)
Buyer Broker (\$ or %)	Buyer Broker (\$ or %)
Non Representative (\$ or %)	Non Representative (\$ or %)
Var/Dual Rate Commission	Var/Dual Rate Commission
Bonus to Selling Office YN	Bonus to Selling Office YN
Lock Box Loc	Lock Box Loc
Caravan Type	Caravan Type
Caravan Date	Caravan Date
Franchise IDX opt-in YN	Franchise IDX opt-in YN
Private Remarks	Private Remarks
Current Expire Dt	Current Expire Dt
New Expire Dt	New Expire Dt
Pend/Contract Dt	Pend/Contract Dt
Pending Agent	Pending Agent
Seller Concessions YN	Seller Concessions YN
Seller Concessions (\$)	Seller Concessions (\$)
Concession Remarks	Concession Remarks
Buyer Name	Buyer Name
Closing Remarks	Closing Remarks
Showing Instructions	Showing Instructions
Services Not Provided by LO	Services Not Provided by LO
	Leased Price
	Lease Date
	Lease Period
	Total Revenue

FCRAMLS DATA ACCESS AGREEMENT EXHIBIT “A” CONTINUED

MAY NOT DISPLAY

Business	Residential Rental
Listing Type (i.e. Exclusive Right of Sale)	Listing Type (i.e. Exclusive Right of Sale)
FCRAMLS Only Entry	FCRAMLS Only Entry
Agency (i.e. Transaction Broker)	Agency (i.e. Transaction Broker)
Limited Service Listing	Limited Service Listing
Expire Date	Expire Date
Sellers Last Name/ First Name	Sellers Last Name/ First Name
Occupant's Name	Occupant's Name
Occupant's Primary #	Occupant's Primary #
Occupant's Secondary #	Occupant's Secondary #
Listhub.com YN	Listhub.com YN
Realtor.com YN	Realtor.com YN
Trans. Broker (\$ or %)	Trans. Broker (\$ or %)
Buyer Broker (\$ or %)	Buyer Broker (\$ or %)
Non Representative (\$ or %)	Non Representative (\$ or %)
Var/Dual Rate Commission	Var/Dual Rate Commission
Bonus to Selling Office YN	Bonus to Selling Office YN
Lock Box Loc	Lock Box Loc
Caravan Type	Caravan Type
Caravan Date	Caravan Date
Franchise IDX opt-in YN	Franchise IDX opt-in YN
Private Remarks	Private Remarks
Current Expire Dt	Current Expire Dt
New Expire Dt	New Expire Dt
Pend/Contract Dt	Pend/Contract Dt
Pending Agent	Pending Agent
Seller Concessions YN	Seller Concessions YN
Seller Concessions (\$)	Seller Concessions (\$)
Concession Remarks	Concession Remarks
Buyer Name	Buyer Name
Closing Remarks	Closing Remarks
Showing Instructions	Showing Instructions
Services Not Provided by LO	Services Not Provided by LO
	Rented Price
	Rent Date
	Rent Period
	Total Revenue