

APPENDIX D

INDIANA REGIONAL MULTIPLE LISTING SERVICE IDX/DATA CONTRACT

ACCESS TO IRMLS IDX DATA:

This Contract is made and entered into by Indiana Regional Multiple Listing Service (IRMLS); the MLS Participant identified as ("Participant") on the signature page; the agent affiliated with Participant as identified as ("Agent") on the signature page and the Individual or company identified as "Vendor" on the signature page. **This Contract must be completed and signed by all parties who request access to the IDX/IRMLS data. There are no exceptions.** Once the contract is complete, return to the Indiana Regional MLS at 57225 Alpha Drive, Goshen, IN 46528, Fax: 574-875-7174 or email to idx@irmls.net.

RECITALS

1. Participant and Agent wish to obtain, and IRMLS wishes to provide, IDX data, as defined in this contract, for use on Participant and Agent website or no other purpose. Participant and Agent may wish to engage Vendor(s), i.e., other companies or individuals who are not employees of Participant, to operate Participant and Agent website on behalf of Participant and Agent, perform data downloading, manipulation, and formatting, as well as programming and web design in compliance with IDX rules and under supervision of Participant and Agent.

DEFINITIONS

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

Multiple Listing Service: A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property

IRMLS – Indiana Regional MLS, a regional MLS serving 14 MLS's in Indiana.

Affiliated Association: Any Association/Board of Realtors or MLS that provides MLS services from IRMLS for resale to its members.

IDX Database or IDX Data: The current aggregate compilation of exclusive right to sell or exclusive agency listings of all Participants except those Participants who have opted out of the IDX program or those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. IRMLS owns the IDX Data. IDX Data also includes data that supports non-IDX related services such as back end office software support etc.

Participant: A MLS Participant gives permission to other MLS Participants to display its listings on their web sites in return for their permission to advertise their listings on its web site. A Participant receives access to the IRMLS listing data and is a paid user of the Indiana Regional Multiple Listing Service subject to policies, rules, and payment of required fees.

Agent: Any Agent, with permission of the Participant, who receives access to the IRMLS listing data and is a paid user of the Indiana Regional Multiple Listing Service subject to policies, rules, and payment of required fees.

Vendor: Any individual or company providing web hosting or web development work for Participant or Agent. Vendor receives access to the data through the Participant or Agent.

Service Vendor: An individual or company that sells products and services to IDX Subscribers. A Service Vendor receives access to the data and is billed directly from the MLS.

Rules: The Rules and Regulations of IRMLS, as amended from time to time, and any operating policies relating to the IDX DATA promulgated by IRMLS.

INDIANA REGIONAL MLS (IRMLS) OBLIGATIONS

3. During the term of the Contract, IRMLS grants to Participant and Agent a non-exclusive, non-transferrable license to:
 - a. display the IDX Data on Participant and Agent web site, and
 - b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Participant and agent web site.
4. During the term of this Contract, IRMLS agrees to provide to Participant/Agent and its Vendors (if applicable):
 - a. access to the IDX Data via the Internet using Real Estate Transaction Standard (“RETS”), Web API or Smart Framing links;
 - b. seven (7) days’ advance notice of changes to the file and record formats of the IDX Data: and
 - c. seven (7) days’ advance notice of changes to the Rules or fees.

Access to the IRMLS data may from time to time be unavailable, whether because of technical failures or interruptions, intentional downtime for services or changes to the database or otherwise. Any interruption of access to the data shall not constitute a default by IRMLS under this agreement.

IRMLS does not undertake to provide technical support for the IDX database or interface.

PARTICIPANT and AGENT OBLIGATIONS

5. Participant and Agent shall comply with the rules of IRMLS at all times.
6. Participant and Agent acknowledge IRMLS’s ownership and use rights related to copyrights in the IDX Data as defined in the IRMLS rules. Participant and Agent shall not challenge or take any action inconsistent with the IRMLS ownership of or rights in the IRMLS data.
7. Participant and Agent shall comply with the requirements relating to Confidential Information set forth below.
8. In the event that Participant and Agent desire to make the IDX or the Confidential Information available to any 3rd Party, Participant and Agent agree to require such 3rd Party to execute this Contract and become a Vendor.
9. If IRMLS notifies Participant and Agent of a breach of the Rules of this Contract and Participant and Agent do not immediately cure such breach, Participant and Agent agree that IRMLS may seek cure from the Vendor, or any one of them.
10. Participant and Agent shall notify IRMLS within five (5) business days of any change to the information on the website related to IDX.
11. Participant and Agent shall hold Vendor harmless from any liability arising from Vendor’s cooperation with IRMLS to fix or cure any noted breach of this contract or IDX rules as referenced under Vendor’s Obligations Paragraph 13.

12. Participant and Agent agree to pay all IDX related fees as set forth by the IRMLS.
13. Participant and Agent shall employ appropriate security protection such as firewalls on their web sites and displays to avoid scraping data and/or framing of the data by unauthorized web sites.

VENDOR'S OBLIGATIONS

14. If IRMLS notifies Participant and Agent of a breach of the Rules or this Contract and Participant and Agent do not cure such breach immediately, IRMLS may contact VENDOR to cure any such breach that is within VENDOR's control. VENDOR agrees to cooperate with IRMLS and act immediately upon notification by IRMLS of an uncured breach by Participant and Agent.
15. Each Vendor acknowledges IRMLS's rights and ownership of the copyrights in the IRMLS data. Vendor agrees not to challenge or take any action inconsistent with IRMLS's rights or ownership in the IRMLS data.
16. Each Vendor shall comply with the requirements relating to Confidential Information set forth below.
17. Each Vendor shall notify IRMLS within five (5) business days of any changes to the IDX related data or web design.
18. Vendor shall not make the IRMLS data or the confidential information available to any 3rd Party except as allowed in this contract nor shall Vendor use the data for any other personal or commercial purpose. In the event Vendor provides services to other Participants or Agents, Vendor must enter into separate contracts with IRMLS. Vendor is required to ascertain that Participant and Agent, to which they provide service, remain eligible, active and affiliated with the same firm as noted on the Signature Page. Vendor agrees to contact IRMLS to report any changes to Firm, Participant or Agent status. Failure to comply will result in termination of Vendor's access to the data.
19. Vendor shall take reasonable efforts to avoid scraping data and/or framing of the data by unauthorized web sites.

CONFIDENTIAL INFORMATION

20. **"Confidential Information"** is information or material proprietary to IRMLS or designated "confidential" by IRMLS and not generally known to the public, that Participant and Agent or Vendors or any one of them (Receiving Party) may obtain knowledge of or access to as a result of access under this Contract. 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 IRMLS Data, except to the extent to which this Contract 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 IRMLS obtains from any third party that IRMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by IRMLS.
 - g. any information designated as confidential or private by any applicable State, Federal or Local or other law, regulation or directive.

21. **Exceptions.** The Confidential Information does not include information that:

- a. is in the public domain at the time of disclosure;
- b. is known to the Parties to this Contract at the time of disclosure;
- c. is used or disclosed by the Receiving Parties with the prior written consent of IRMLS, to the extent of such consent;
- d. becomes known to the Receiving Parties from a source other than IRMLS without breach of this Contract by the Receiving Parties and provided that such source is not known by the Receiving Parties to be bound by a confidentiality agreement with IRMLS; or
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Parties provide to IRMLS prompt notice of any such order.

22. **Title.** The Receiving Parties acknowledge that title to the Confidential Information remains at all times with IRMLS or with the 3rd Parties in whom title existed prior to this Contract or prior to disclosure by IRMLS.

23. **Restrictions on Use – Scope of Use.** The Receiving Parties will use or access the Confidential Information only as expressly permitted under this Contract and the Rules and the Receiving Parties 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.

24. **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 IRMLS 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.

25. **Restrictions on Use – No 3rd 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 3rd Parties, including vendors or independent contractors, without prior written consent from IRMLS. If IRMLS grants consent, the Receiving Party will execute an agreement with the 3rd Party that imposes at least as strict a confidentiality obligation on the 3rd Party as that imposed by this Contract on the Receiving Party.

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

27. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Contract or receipt of notice of termination by IRMLS, the Receiving Party will return to IRMLS all Confidential Information and all other materials provided by IRMLS to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of IRMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to IRMLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

28. The term of this Contract begins on the "Effective Date" set forth on the "IRMLS Information and Signature Page" below. IRMLS has the right at any time and in its sole discretion to terminate this Contract. This Contract shall terminate upon the occurrence of any of the following events:

- a. IRMLS's notice to Participant and Agent that this Agreement is terminated.
- b. Participant and Agent 30 day notice to IRMLS that it no longer intends to display IDX Data on its web site.
- c. Termination of Participant or Agents' privileges either by IRMLS or the Affiliated Association from which Participant and Agent purchases MLS Services.
- d. Non-payment of any fees associated with the IDX Program.
- e. Ten (10) days after any party provides notice to another that the other has breached this contract provided the breach remains uncured.
- f. Immediately upon any parties notice to another that the other has breached this contract provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party given notice irreparable harm.
- g. Immediately upon Participant and Agent notice to a vendor that vendor is no longer designated to provide services.
- h. With regard to any agent party, immediately upon any event that result in the agent no longer being affiliated with firm.

GENERAL PROVISIONS

29. **Survival of Obligations.** The obligations of Participant and Agent set forth under "Participant and Agent Obligations" above and the obligations of Vendors under "Vendors' Obligations" above shall survive the termination or expiration of this Contract.
30. **IRMLS's Remedies.** Because of the unique nature of the IRMLS Data and Confidential Information, Receiving Parties acknowledge that IRMLS would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Contract, and that monetary damages would be inadequate to compensate IRMLS for a breach. IRMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any threatened, continuing or further breach by Receiving Parties or any one of them, without showing or proving any actual damages sustained by IRMLS.
31. **Attorney's fees.** If IRMLS prevails in any action to enforce or interpret this Contract or any provision hereof, the party against whom enforcement or interpretation was sought will pay IRMLS's reasonable attorney's fees and costs for such legal action.
32. **Limitation of Liability.** IRMLS has no liability to Receiving Parties for damages under this Contract, whether in contract or tort. Receiving Parties' only remedy shall be termination of this Contract. IRMLS shall not be liable for any incidental or consequential damages under any circumstances, even if IRMLS has been advised of the possibility of such damages. IRMLS shall have no liability for inaccuracies in the IRMLS Data.

33. **Notice.** All notices to be given under this Contract shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Contract.

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31. **No Waiver.** No waiver or modification of this Contract or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.
32. **No Assignment.** Receiving Parties may not assign or otherwise transfer any of their rights under this Contract to any party without the prior written consent of IRMLS.
33. **Entire Agreement.** This Contract contains the full and complete understanding of the parties regarding the subject matter of this Contract 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.
34. **Applicable law.** This Contract is governed by and enforced according to the laws of the State of Indiana.

[The remainder of this page is left blank intentionally.]

INDIANA REGIONAL MULTIPLE LISTING SERVICE
Participant (Managing Broker) /Agent Contract Signature Page

Firm Name: _____ Firm NRDS#: _____

Managing Broker/Participant Name: _____ Managing Broker NRDS#: _____

*Email Address: _____ Office Phone: _____

*IRMLS communications are all electronic. Email is required.

Agent Name (if applicable): _____ Agent NRDS #: _____

*Agent Email (if applicable): _____

*IRMLS communications are all electronic. Email is required.

Firm Street Address: _____ Cell Phone: _____

Firm City, ST, ZIP: _____

Vendor Name & Email: _____

*NEW Vendors must complete Vendor Contract and submit to IRMLS – If changing Vendor please complete the Notice of Transfer Form

_____ **New IDX Account** _____ **Additional Account**

_____ User is requesting a Smart Frame IDX solution and agrees to pay a \$50.00 non-refundable set-up fee & \$100.00 annual fee.

_____ User is requesting IRMLS data for: _____ IDX Website _____ Back Office Application _____ 3rd Party Software
\$250.00 non-refundable set-up fee and \$250.00 annual fee

_____ User is requesting an additional Data Account - \$100.00 annual fee *\$250 set up fee for New Vendors
* Set-up fee is waived if the Vendor is set up with IRMLS.

Check ONE: _____ OFFICE WEBSITE _____ AGENT WEBSITE

Please enter the Website URL where the IRMLS data will display: _____

***NAR IDX rules require the website to be under the control of the Participant.....** Control is defined as the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. _____ **Initials Required**

*By signing below, Managing Broker agrees the information provided is true and agrees to comply with all IDX rules. Managing Broker authorizes IRMLS to provide IDX access to their agent; if applicable and will be responsible for ensuring compliance. **The Broker/Agent agrees not to release the site to the public until IRMLS has approved the site. Broker/Agent will notify IRMLS at idx@irmls.net upon completion of website and provide 5 days of any change.***

Managing Broker Signature

Date Signed

Print Name

Agent Signature

Date Signed

Print Name

APPENDIX D
INDIANA REGIONAL MULTIPLE LISTING SERVICE
VENDOR DATA ACCES CONTRACT

ACCESS TO IRMLS IDX DATA:

This Contract is made and entered into by Indiana Regional Multiple Listing Service (IRMLS); the MLS Participant identified as ("Participant") on the signature page; the agent affiliated with Participant identified as ("Agent") on the signature page and the Individual or company working on behalf of the Participant/Agent identified as "VENDOR" on the signature page. **This Contract must be completed and signed by all parties who request access to the IRMLS data. There are no exceptions. Completed contracts will be mailed to:** Indiana Regional MLS -57225 Alpha Drive, Goshen, IN 46528 or emailed to idx@irmls.net.

RECITALS

1. Participant and Agent wish to obtain, and IRMLS wishes to provide, IRMLS IDX data, as defined in this contract, for use on Participant and Agent website and no other purpose. Participant and Agent may wish to engage VENDOR(s), i.e., other companies or individuals who are not employees of Participant, to operate Participant and Agent website on behalf of Participant and Agent, perform data downloading, manipulation, and formatting, as well as programming and web design in compliance with IDX rules and under supervision of Participant and Agent.

DEFINITIONS

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

Multiple Listing Service: A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property

IRMLS – Indiana Regional MLS, a regional MLS serving 14 local association/MLS's in Indiana.

Affiliated Association: Any Association/Board of Realtors or MLS providing IRMLS services for resale to its members.

IDX Database or IDX Data: The current aggregate compilation of exclusive right to sell or exclusive agency listings of all Participants except those Participants who have opted out of the IDX program or those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. IRMLS owns the IDX Data. IDX Data also refers to data that supports non-IDX related services such as back end office software support etc.

Participant: A Participant is a paid user of the Indiana Regional Multiple Listing Service who is subject to its policies, rules and payment of required fees. A Participant has access to the IRMLS data and gives permission to other MLS Participants to display its listings on their web sites in return for their permission to advertise their listings on its web site

Agent: An Agent, who is a paid user of the Indiana Regional Multiple Listing Service and subject to its policies, rules, and payment of required fees, may receive access to the IRMLS listing data for display on its website with permission of the Participant.

VENDOR: Any individual, company or firm providing web hosting and/or web development services on behalf of an IRMLS Participant or Agent.

Service Vendor: An individual or company that provides/sells products and/or services to IRMLS MEMBERS and is billed directly from the MLS.

Rules: The Rules and Regulations of IRMLS, as amended from time to time, and any operating policies relating to the IDX DATA promulgated by IRMLS.

INDIANA REGIONAL MLS (IRMLS) OBLIGATIONS

3. During the term of the Contract, IRMLS grants to Participant and Agent a non-exclusive, non-transferrable license to:
 - a. display the IDX Data on Participant and Agent web site, and
 - b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Participant and agent web site.
4. During the term of this Contract, IRMLS agrees to provide to Participant/Agent and its Vendors (if applicable):
 - a. access to the IDX Data via the Internet using Real Estate Transaction Standard (“RETS”), WEB API or Smart Framing links;
 - b. seven (7) days’ advance notice of changes to the file and record formats of the IDX Data: and
 - c. seven (7) days’ advance notice of changes to the Rules or fees.

Access to the IRMLS data may from time to time be unavailable, whether because of technical failures or interruptions, intentional downtime for services or changes to the database or otherwise. Any interruption of access to the data shall not constitute a default by IRMLS under this agreement.

IRMLS does not undertake to provide technical support for the IDX database or interface.

PARTICIPANT and AGENT OBLIGATIONS

5. Participant and Agent shall comply with the rules of IRMLS at all times.
6. Participant and Agent acknowledge IRMLS’s ownership and use rights related to copyrights in the IDX Data as defined in the IRMLS rules. Participant and Agent shall not challenge or take any action inconsistent with the IRMLS ownership of or rights in the IRMLS data.
7. Participant and Agent shall comply with the requirements relating to Confidential Information set forth below.
8. In the event that Participant and Agent desire to make the IDX or the Confidential Information available to any 3rd Party, Participant and Agent agree to require such 3rd Party to execute this Contract and become a Vendor.
9. If IRMLS notifies Participant and Agent of a breach of the Rules of this Contract and Participant and Agent do not immediately cure such breach, Participant and Agent agree that IRMLS may seek cure from the Vendor, or any one of them.
10. Participant and Agent shall notify IRMLS within five (5) business days of any change to the information on the website related to IDX.

11. Participant and Agent shall hold Vendor harmless from any liability arising from Vendor's cooperation with IRMLS to fix or cure any noted breach of this contract or IDX rules as referenced under Vendor's Obligations Paragraph 13.
12. Participant, Agent and Vendor (when applicable) agree to pay all IDX related fees as set forth by the IRMLS.
13. Participant and Agent shall employ appropriate security protection such as firewalls on their web sites and displays to avoid scraping data and/or framing of the data by unauthorized web sites.

VENDOR'S OBLIGATIONS

14. If IRMLS notifies Participant and Agent of a breach of the Rules or this Contract and Participant and Agent do not cure such breach immediately, IRMLS may contact VENDOR to cure any such breach that is within Vendor's control. Vendor agrees to cooperate with IRMLS and act immediately upon notification by IRMLS of an uncured breach by Participant and Agent.
15. Each Vendor acknowledges IRMLS's rights and ownership of the copyrights in the IRMLS data. Vendor agrees not to challenge or take any action inconsistent with IRMLS's rights or ownership in the IRMLS data.
16. Each Vendor shall comply with the requirements relating to Confidential Information set forth below.
17. Each Vendor shall notify IRMLS within five (5) business days of any changes to the IDX related data or web design.
18. Vendor shall not make the IRMLS data or the confidential information available to any 3rd Party except as allowed in this contract nor shall Vendor use the data for any other personal or commercial purpose. In the event Vendor provides services to other Participants or Agents, Vendor must enter into separate contracts with IRMLS. Vendor is required to ascertain that Participant and Agent, to which they provide service, remain eligible, active and affiliated with the same firm as noted on the Signature Page. Vendor agrees to contact IRMLS to report any changes to Firm, Participant or Agent status. Failure to comply will result in termination of Vendor's access to the data.
19. Vendor shall take reasonable efforts to avoid scraping data and/or framing of the data by unauthorized web sites.

CONFIDENTIAL INFORMATION

20. **"Confidential Information"** is information or material proprietary to IRMLS or designated "confidential" by IRMLS and not generally known to the public, that Participant and Agent or Vendors or any one of them (Receiving Party) may obtain knowledge of or access to as a result of access under this Contract. 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):
 - all IRMLS Data, except to the extent to which this Contract and the Rules permit its disclosure;
 - all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
 - software, source code, object code, diagrams, flow charts;
 - techniques, procedures;
 - IP addresses, access codes and passwords; and
 - a. any information that IRMLS obtains from any third party that IRMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by IRMLS.
 - b. any information designated as confidential or private by any applicable State, Federal or Local or other law, regulation or directive.
21. **Exceptions.** The Confidential Information does not include information that:

- is in the public domain at the time of disclosure;
 - is known to the Parties to this Contract at the time of disclosure;
 - is used or disclosed by the Receiving Parties with the prior written consent of IRMLS, to the extent of such consent;
 - becomes known to the Receiving Parties from a source other than IRMLS without breach of this Contract by the Receiving Parties and provided that such source is not known by the Receiving Parties to be bound by a confidentiality agreement with IRMLS; or
 - is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Parties provide to IRMLS prompt notice of any such order.
22. **Title.** The Receiving Parties acknowledge that title to the Confidential Information remains at all times with IRMLS or with the 3rd Parties in whom title existed prior to this Contract or prior to disclosure by IRMLS.
23. **Restrictions on Use – Scope of Use.** The Receiving Parties will use or access the Confidential Information only as expressly permitted under this Contract and the Rules and the Receiving Parties 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.
24. **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 IRMLS 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.
25. **Restrictions on Use – No 3rd 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 3rd Parties, including vendors or independent contractors, without prior written consent from IRMLS. If IRMLS grants consent, the Receiving Party will execute an agreement with the 3rd Party that imposes at least as strict a confidentiality obligation on the 3rd Party as that imposed by this Contract on the Receiving Party.
26. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without IRMLS's prior written consent. In the event IRMLS grants consent, the Receiving party is not relieved of any of its obligations under this Contract.
27. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Contract or receipt of notice of termination by IRMLS, the Receiving Party will return to IRMLS all Confidential Information and all other materials provided by IRMLS to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of IRMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to IRMLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

28. The term of this Contract begins on the "Effective Date" set forth on the "IRMLS Information and Signature Page" below. IRMLS has the right at any time and in its sole discretion to terminate this Contract. This Contract shall terminate upon the occurrence of any of the following events:
- a. IRMLS's notice to Participant and Agent that this Agreement is terminated.
 - b. Participant and Agent 30 day notice to IRMLS that it no longer intends to display IDX Data on its web site.

- c. Termination of Participant or Agents' privileges either by IRMLS or the Affiliated Association from which Participant and Agent purchases MLS Services.
- d. Non-payment of any fees associated with the IDX Program.
- e. Ten (10) days after any party provides notice to another that the other has breached this contract provided the breach remains uncured.
- f. Immediately upon any parties notice to another that the other has breached this contract provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party given notice irreparable harm.
- g. Immediately upon Participant and Agent notice to a Vendor that Vendor is no longer designated to provide services.
- h. With regard to any agent party, immediately upon any event that result in the agent no longer being affiliated with firm.

GENERAL PROVISIONS

- 26. **Survival of Obligations.** The obligations of Participant and Agent set forth under "Participant and Agent Obligations" above and the obligations of Vendor under "Vendor Obligations" above shall survive the termination or expiration of this Contract.
- 27. **IRMLS's Remedies.** Because of the unique nature of the IRMLS Data and Confidential Information, Receiving Parties acknowledge that IRMLS would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Contract, and that monetary damages would be inadequate to compensate IRMLS for a breach. IRMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any threatened, continuing or further breach by Receiving Parties or any one of them, without showing or proving any actual damages sustained by IRMLS.
- 28. **Attorney's fees.** If IRMLS prevails in any action to enforce or interpret this Contract or any provision hereof, the party against whom enforcement or interpretation was sought will pay IRMLS's reasonable attorney's fees and costs for such legal action.
- 29. **Limitation of Liability.** IRMLS has no liability to Receiving Parties for damages under this Contract, whether in contract or tort. Receiving Parties' only remedy shall be termination of this Contract. IRMLS shall not be liable for any incidental or consequential damages under any circumstances, even if IRMLS has been advised of the possibility of such damages. IRMLS shall have no liability for inaccuracies in the IRMLS Data.
- 30. **Notice.** All notices to be given under this Contract shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Contract.
- 31. **No Waiver.** No waiver or modification of this Contract or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.
- 32. **No Assignment.** Receiving Parties may not assign or otherwise transfer any of their rights under this Contract to any party without the prior written consent of IRMLS.
- 33. **Entire Agreement.** This Contract contains the full and complete understanding of the parties regarding the subject matter of this Contract 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.
- 34. **Applicable law.** This Contract is governed by and enforced according to the laws of the State of India

IDIANA REGIONAL MULTIPLE LISTING SERVICE
Vendor Contract and Signature Page

_____ **Individual Contract**

Vendor Company Name : _____ Constellation Web Solutions, Inc.

Name of Vendor Contact: Dan Dlh

Street Address: 6737 W Washington St #2120

City, State, ZIP: Milwaukee, WI 53214

Phone: 425-636-6910

*Email Address: brokersolutions@constellationws.com Website URL: constellationws.com

(IRMLS will use email as the primary means of communication. Email address must be supplied.)

Individual Account - IRMLS requires a Contract for each Broker/Agent (Subscriber).

Name of Broker/Agent: _____

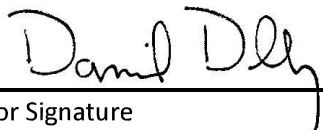
Name of Office: _____

Broker/Agent Email Address: _____

Broker/Agent Web URL: _____

**IDX data display*

By signing this Contract, Vendor agrees the information provided is true and accurate and agrees to comply with all the Rules governing this program. Vendor agrees to notify IRMLS immediately upon completion of IDX display and agrees the IDX display will not be publically available until IRMLS has completed an approved compliance audit. Vendor will notify IRMLS at idx@irmls.net when the site is ready for an audit. IRMLS will notify vendor by email when the site is approved for release.


Vendor Signature

Constellation Web Solutions, Inc.
Vendor Print Name

Data Compliance Manager
Vendor Title

Date Signed