

KEYSTONE IDX AGREEMENT

Keystone MLS Network, Inc. (KMLSN) and _____ Realtor® or Firm
(Participant) and _____ (Consultant) hereby agree as follows:

1. GRANT OF LICENSE: KMLSN hereby grants Participant a license to electronically transfer information from the KMLSN database to the Participants own database (download) commencing as of date hereof, and terminating as hereinafter specified.
2. PARTICIPANT: Participant hereby warrants that the name(s) of all third party computer consultants, who are not employees of Participant, are listed above as party(ies) to this Agreement; and Participant further warrants that all future computer consultants will be required to sign an addendum to this Agreement. Participant shall notify KMLSN within five (5) business days of any change to the information contained herein, including any change to the website where IDX data is displayed.
3. NO INFORMATION FROM PARTICIPANT'S POSSESSION: Participant agrees not to permit any Consultant to take, and Consultant agrees not to take, any information whatsoever, downloaded from the KMLSN database, from Participant's possession or control, either during the time Consultant is performing services for Participant or thereafter.
4. INFORMATION TO BE RETAINED BY PARTICIPANT: Participant agrees to retain in Participant's possession all information transferred pursuant to this Agreement, and further agrees that all KMLSN Rules and Bylaws - including, but not limited to the *Criteria For Participant's Publication of Other Participants Listings* - will continue to apply to such information, even though it may be processed by Participant's own computer, and in a format different from the KMLSN online system.
5. DOWNLOADING PROCEDURE: The process and procedure for downloading shall be by such equipment and procedure as may be determined by KMLSN, from time to time, in its sole discretion.
6. REPUBLICATION OF DATABASE: Participant may republish all or a portion of the KMLSN database in strict compliance with then current KMLSN Rules and Policies, and in accordance with the Rules and Regulations of the State Real Estate Commission, on an Internet site controlled by Participant and advertised as Participant's Internet site.
7. RIGHT TO TERMINATE LICENSE: KMLSN shall have the right at any time, and in its sole discretion, to terminate the right to transfer information (download) forthwith upon written notice to Participant. Delivery of such written notice to participant shall constitute delivery of said written notice to Consultant. Both Participant and Consultant agree to cease downloading immediately upon receipt of such notice.
8. TERMINATION OF MEMBERSHIP: Upon termination of participating status in the KMLSN or transfer to inactive status, Participant shall deliver all portions of the information previously transferred from the KMLSN database by Participant to KMLSN, or if KMLSN approves the delivery in writing, to another participating member of KMLSN.
9. ORDER OF SIGNATURE: The Participant, each Consultant and KEYSTONE MLS NETWORK, INC. shall sign this Agreement in triplicate.

Participant Name

Consultant Name

Participant Signature

Consultant Signature

KMLSN Representative

Consultant Address

Date

2/17/2009

CRITERIA FOR PARTICIPANTS' PUBLICATION OF OTHER PARTICIPANTS' LISTINGS

1. The publication of data may include electronic and print media. If print media is used, the publishing Participant must obtain approval of all copy' from the Listing Office.
2. The right to publish other Participants' listings is limited to individual Realtors® and Realtor® firms which participate in Keystone MLS Network, Inc. (KMLSN), and which have executed a *Website Downloading Agreement* with KMLSN.
3. Any publication of listings must be in accordance with the Rules and Regulations of the State Real Estate Commission and shall include the phrase This listing courtesy of {name of company}, {company phone number}, wherein the name of company and company phone number shall be the same case, font and point size as any contact information for the host firm (if present) or the host firm's sales associate, but in no event smaller than 12 point Times New Roman or its equivalent. The company name and phone number shall appear in a prominent location, with the name and phone number of the host office.
4. All hosted" listings must contain the MLS number assigned by KMLSN.
5. Any automated e-mail or fax-back communications for hosted' listings must meet the criteria outlined in sections 3 & 4, and be approved by KMLSN.
6. An explanation that the listing(s) has/have been downloaded from KEYSTONE MLS NETWORK, INC. shall appear on the first screen where such properties are displayed. The type size used for the explanation shall be at least as large as the type used to describe the properties, but in no event smaller than 12 point Times New Roman or its equivalent.
7. Participants have the right to exclude listings from publication by marking any of the available choices in the "Exclusions" fields in the KMLSN database.
8. Participant agrees not to permit any other person or entity to take information from the KMLSN database content, and further agrees not to sell KMLSN data to any other person or entity. The Participant agrees to take steps to prevent other sites from scraping KMLSN data from the site. This action could include blocking the address of the offending site.
9. Participant's website shall not contain more information than is contained on the public detail report available in FlexMLS.
10. "Publishing" Participant must keep the listing information current by updating at least weekly.
11. A disclaimer must appear on the summary page, and on each listing page, disclaiming liability for inaccuracies of data.
12. Although there is currently no charge for data, KMLSN may recover its costs for materials, labor and overhead for providing the data.
13. KMLSN shall approve the layout of data on Participant's site, as it applies to sections 3, 4, 6 and 9. Such approval shall not be unreasonably withheld. In addition, KMLSN shall monitor Participant's site to ensure that instructions to exclude listings from publication, as set forth in number 7, are in accordance with choices made in the KMLSN database.
14. Failure of Participant to abide by the criteria stipulated in sections 3, 4, 5, 6, 7, 8, 9, 10 or 11, or to secure KMLSN approval of the site's layout, shall result in termination of the right to transfer information. Upon such termination, Participant shall deliver to KMLSN all portions of the information previously transferred from KMLSN by Participant

IDX PARTICIPANT/USER INFORMATION & SIGNATURE

Keystone IDX User: _____
(Please Print Your Name & the complete Name of your firm)

By: _____
Designated Broker's Signature Title Date

KEYSTONE LOGIN NAME _____

User's Authorized Internet Web Site URL: _____

E-mail Address: _____

User elects to: (make 1 selection)

- _____ (a) Frame The KEYSTONE Public Site (Free) at www.ourhomesite.com/Keystone
 - ___ Public Search With Details (allows searching by residential property type)
 - ___ Public Search No Details
 - ___ MLS # Search
 - ___ Saved Search (to be able to display only our office listings, in addition to the option of searching and displaying all listings)
- _____ (b) FBS Frame Link Option (\$ 120 per year)
- _____ (c) FTP Download. (No Charge at this time)
- _____ (d) RETS Download (No Charge) (Please complete the RETS options below)

WEBSITE CONSULTANT/VENDOR INFORMATION AND SIGNATURE

Vendor Name: _____

Vendor Address _____

Vendor Phone: _____ Fax: _____

Vendor Email: _____
(This address will be Keystone's principal means of communicating with you for notices under this Agreement)

Vendor Signature _____ Date _____

KEYSTONE INFORMATION and SIGNATURE

Keystone MLS Network, Inc.
989 Quentin Road
Lebanon, PA 17042

Public MLS Site www.ourhomesite.com/Keystone
Email: Mary@Lebanon-Realtors.com
Phone: 717-272-6126 Fax: 717-270-5668

Signature _____ Effective Date _____

RETS DATA OPTIONS

_____ **Option 1: Confidential RETS Data (All Statuses)**

Permission Level for Confidential Data

_____ Company (Company Listings Only)

_____ Office (Office Listings Only)

_____ Member (Member Listings Only)

_____ **Option 2: STANDARD IDX (Used for display on public web sites)**

Web Site URL Address for this data

(The URL Address listed is the only site which this data is approved for use)

_____ **Option 3: VOW (Used for display on VOW web sites)**

IDX data will be used for:

_____ **Public Facing Website**

_____ **Internal Web Application**

_____ **Listing Syndication**

_____ **Advertising Vendor**

_____ **Other** _____

