

DATA LICENSE AGREEMENT
(For Use with Licensee Web Site Program – IDX)

THIS LICENSE AGREEMENT (the “Agreement”), effective as of _____, 20____ (“Effective Date”), is entered into by and between **Highland Lakes Association of REALTORS, Inc.**, a Texas corporation (the Licensor”), and _____, a _____ corporation (the “Licensee”).

WHEREAS, Licensor with the cooperation of its REALTOR® members who are MLS Participants and Subscribers, owns, operates, and maintains a multiple listing service for properties for sale or lease (the “MLS”); and

WHEREAS, the selection, compilation, and arrangement of the MLS listings, including photographs of listed properties (the “Licensed Data” as hereinafter more specifically defined) are proprietary, copyrighted information of Licensor, and all rights, title and interest in the Licensed Data (including Licensor’s copyrights therein) shall at all times remain vested in Licensor; and

WHEREAS, Licensee desires to offer Internet services to MLS Participants and Subscribers (the “Licensee Web Site Program”); and

WHEREAS, Licensee desires to offer a set of information and automation services to its customers who are MLS Participants and Subscribers of Licensor’s MLS (“MLS Members”); and

WHEREAS, Licensee desires to access the Licensed Data and, subject to the license and restrictions of use hereinafter provided, to utilize the Licensed Data in connection with Licensee Web Site Program.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions contained herein, including the above recitals, the parties hereby agree as follows:

1. Agreement as to License of Licensed Data.

- (a) **License.** Licensor grants to Licensee a non-exclusive and non-transferable license to access and utilize the Licensed Data on Licensee Web Sites during the term of this Agreement. The Licensed Data shall include the fields of data contained in Exhibit “A,” as may be available. Licensor reserves the right to change from time to time, upon notification made to Licensee at least thirty (30) days, prior to such change taking effect, the fields of data comprising the Licensed Data that are delivered to Licensee.
- (b) **Ownership.** Licensee acknowledges that the Licensed Data provided under this Agreement is the property of Licensor and that Licensee has no rights in any of the Licensed Data except those expressly granted by this Agreement.
- (c) **Delivery of Licensed Data.** Licensor agrees, during the term of this Agreement, to provide the Licensed Data to Licensee from a data base server accessible via the Internet. Licensor shall provide Licensee with access to a password protected, IP authenticated “Real Estate Transaction Standard” (RETS) Data Feed that will prepare and deliver the Licensed Data in response to a query executed by Licensee. Licensor may, at its sole discretion modify the method of delivery with, and shall provide Licensee at least thirty (30) days prior written notice of a change in the delivery method.

- (d) **Restriction of Use.** Licensee's use of the Licensed Data shall be limited to the publication of Licensed Data on any MLS Member's Licensee Web Site provided the MLS Member is a participant in Licensee's Web Site Program. Licensee shall not archive the Licensed Data and shall not transfer, sublicense or resell the Licensed Data to any other person or entity except that Licensee may transfer or permit access to the Licensed Data to any subcontractor or affiliate of Licensee who agrees in writing to abide by the use restrictions made applicable to the Licensed Data as provided herein for the purposes of hosting the Licensed Data to facilitate delivery of Licensee's Web Site Program. Licensee shall be responsible for its subcontractors', affiliates', and employees' compliance with the terms of this Agreement and the restrictions applicable to the use of the Licensed Data as provided herein. The data elements related to a property listing's street address, as noted on the attached Exhibit "A", are provided for Licensee's internal use only and shall not be published, displayed or disclosed except in cases where the listing REALTOR has indicated that the display of the address on the Internet is permitted. Display or publication of either the "year built" or "improved square footage" data elements must be accompanied by the data attribution for the source of those data elements.
- (e) **Integration of Licensed Data.** Licensee, its subcontractors and affiliates shall not integrate or incorporate the Licensed Data into other real estate listings not listed for sale or lease in Licensor's Multiple Listing Services or properties commonly referred to as "For Sale by Owners".
- (f) **No Dissemination Facility.** Licensee shall not provide any service or automated facility that enables or supports the further dissemination of the Licensed Data by MLS Participants and Subscribers to any publicly accessible Internet web site, except as authorized in this Agreement.
- (g) **Copyright Notice.** Licensee shall reproduce and include on any page containing the Licensed Data the applicable copyright notices of Licensor's copyright in and to the Licensed Data, including any modification, adaptations, or conversions. Furthermore, each copy shall state that the information comprising the Licensed Data is the property of Licensor using the following language:
- YYYY Highland Lakes Association of REALTORS, Inc. - Certain information contained herein is derived from information, which is the licensed property of, and copyrighted by, Highland Lakes Association of REALTORS, Inc.
- (For YYYY, the current year shall be inserted).
- (h) **NO WARRANTIES.** Licensor does not make any warranties concerning the Licensed Data, express, implied or otherwise. ALL LICENSED DATA IS PROVIDED BY Licensor ON AN "AS IS" BASIS, WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (i) **Use Reasonable.** Licensee agrees and acknowledges the restrictions on use, display, and disbursement of the Licensed Data are reasonable.

2. **Effective Date and License Term.** The term of this Agreement shall commence on the Effective Date, and unless sooner terminated as provided in accordance with paragraph 6 "Termination" below, shall continue for a two-year initial term. This Agreement shall automatically renew for one year terms, unless either party notifies the other, in writing, of its intent to terminate this Agreement, at least 90 days prior to the end of the Initial Term, or any subsequent Renewal Term.

It is understood and agreed that termination of this Agreement shall not impair Licensor's right to Fees earned prior to termination.

3. **Fees and Payments.** In payment for the license granted under this Agreement and other services provided to Licensee by Licensor, Licensee shall pay License Fees to Licensor of **\$400** bi-annually commencing on the Effective Date of this Agreement (without proration of the bi-annual installment regardless of the actual Effective Date) and, thereafter, on the last day of each successive bi-annual billing during the term of this Agreement. Bi-annual fees are subject to change per HLAOR Board of Directors. Bi-annual fees are due and payable upon receipt. Licensees whose fees are not paid by the last day of the month billed will be deactivated from the service. To reactivate service, Licensee will be subject to a \$100 reactivation fee.

4. **Licensee Services** - Licensee shall, during the term of this Agreement, provide the following services:

- (a) Licensee shall verify that each participant in its Program is a MLS Participant or Subscriber in good standing in MLS based upon the MLS STATUS data element included in the Licensed Data before initializing Licensee Web Sites. Licensee shall provide to Licensor on a quarterly basis (i.e., March 31, June 30, September 30, and December 31) a list of the MLS Members participating in the Licensee Web Site Program and, if at any time a MLS Member cancels its participation in the Licensee Web Site Program Licensee shall provide written notice to Licensor within 15 days after such cancellation by the MLS Member.
- (b) Before initializing a Licensee Web Site, Licensee shall determine that the following conditions have been satisfied:
 - (1) Any URL used for a Licensee Web Site shall be registered in the name of the MLS Participant or Subscriber with an ICANN accredited registrar and the MLS Participant or Subscriber shall be designated as the Administrative Contact of the domain registration.
 - (2) The Licensee Web Site shall identify the MLS Participant or Subscriber.
 - (3) All Licensee Web Sites must comply with all applicable State and federal law as well as the rules and regulations of the National Association of REALTORS® (NAR), Texas REALTORS® (TR), and Licensor, as may be amended from time to time.
 - (4) Licensee shall provide all end-user technical support to the Licensee Web Site.

5. **Peripheral Services.** If during the term of this Agreement, Licensee, without the written permission of Licensor (which permission may be withheld at Licensor's sole discretion) either incorporates the Licensed Data into an independent multiple listing service marketed to real estate professionals, or uses the Licensed Data in order to solicit, promote or otherwise commercialize any service that has not been expressly approved by Licensor in advance, Licensor shall have the right, notwithstanding any provision hereof to the contrary, to terminate this Agreement immediately upon fifteen (15) days prior written notice to Licensee to cease any such use of the Licensed Data. If Licensor terminates this Agreement pursuant to this Paragraph 5, Licensor shall be entitled to all amounts paid or payable to Licensee for the prohibited peripheral services.

6. **Photos.** Licensee agrees it will not alter in any way the photographs it receives from the provider, except to adjust the size of the photo for display purpose.

7. **Termination.** Either Party may cancel this Agreement for any reason, or for no reason, upon ninety (90) days written notice to the other Party. In the event either party shall materially fail to perform or comply with any provision of this Agreement and shall fail to remedy the default within thirty (30) days after receipt of notice of such default, then the non-defaulting party shall have the right, at its sole option and upon written notice to the defaulting party, to terminate this Agreement immediately. Licensee agrees that immediately upon termination it shall cease any and all use of the Licensed Data and that Licensor's and Licensee's obligations under this Agreement shall cease, including any unaccrued remaining fees and payment obligations of Licensee under Paragraph 3 hereof. Upon termination, Licensee shall delete or destroy any copies, whether tangible or electronic, of the Licensed Data obtained from Licensor pursuant to this Agreement.

8. **Indemnity.** LICENSEE AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS Licensor FROM AND AGAINST ANY THIRD-PARTY CLAIMS ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE, DISPLAY, TRANSMISSION, REPRODUCTION OR DISTRIBUTION OF THE LICENSED DATA.

9. **No Agency.** Licensor and Licensee agree that this Agreement does not create any agency relationship of any kind, and both agree not to contract any obligations in the name of the other, nor to use the other's credit in conducting any activities under this Agreement.

10. **Waiver.** The parties agree that a waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default. The Parties also agree that no failure to exercise or delay in exercising any right under this Agreement on the part of either Party shall operate as a waiver of any such right.

11. **Successors and Assigns.** The Agreement shall be binding on the parties, and on their successors and permitted assigns.

12. **Captions.** The captions in the Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

13. **No Oral Modification.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the party against whom enforcement is sought.

14. **Assignment.** Neither this Agreement nor any right created hereby shall be assignable by any party hereto without the express written consent of the other party, such consent not to be unreasonable withheld.

15. **Notices.** Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by certified or registered mail, return receipt requested, with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice.

If to Licensor: Highland Lakes Association of REALTORS, Inc.
4601 Innovation Loop
Marble Falls, Texas 78654
Attn: Joshua Guenter

If to Licensee: _____

Attn: _____, _____ (Title)

15. **Attorneys' Fees.** In the event of any legal actions arising out of this Agreement, including an action for breach, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs of court resulting from such litigation.

16. **Governing Law.** It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by and constructed in accordance with the laws of the State of Texas and the terms and conditions of this Agreement shall be performable in Burnet County, Texas.

17. **Force Majeure.** None of the parties hereto will bear any responsibility or liability arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by the parties' respective duly authorized officers as of the day and year first above written.

BY:

Highland Lakes Association of REALTORS, Inc.

Name: _____

Name: _____

Title: _____

Title: _____

The undersigned have joined in the execution of this DATA LICENSE AGREEMENT to indicate its or their agreement and acceptance of the restrictions applicable to the use of the Licensed Data:

[Reserved for signature(s) of Licensee's Subcontractors or Affiliates]

Residential

RETS Name	Field Name
	# of Bedrooms
	# of Full Baths
	# of Half Baths
	# of Residences
	# of Stories
	Address
	Address 2
StreetDirPrefix	Address Direction
StreetNumber	Address Number
StreetName	Address Street
	Agent
	APPLIANCES TO CONVEY
LotSizeArea	Approx. # of Acres
	Approx. Heat/Cool SQFT
	Approx. Lot Size
	Approx. Lot SQFT
	Approx. Year Built
ListingArea	Area
ListPrice	Asking Price
	ASSOCIATION AMENITIES
	ASSOCIATION FEES INCLUDE
City	City
	CONSTRUCTION
	COOLING
	County
	Doc Timestamp
	DOCUMENTS AVAILABLE
	ENERGY EFFICIENCY
	EXTERIOR
	EXTERIOR FEATURES
	FENCE
	FIREPLACES
	FLOOR
	For Sale or Rent
	FOUNDATION
	GARAGE-CARPORT
	Geo Address Line
	Geo Latitude
	Geo Longitude
	Geo Match Code
	Geo Matched Method

RETS Name	Field Name
	Geo Postal Code
	Geo Primary City
	Geo Quality
	Geo Secondary City
	Geo Subdivision
	Geo Update Timestamp
	Geo Zoom Level
	HEAT
	IDX Include
	INTERIOR EXTRAS
	LA1Agent First Name
	LA1Agent Last Name
	LAND TYPE
ListDate	Listing Date
	Listing Office 1
	Listing Office 2
	LO1Office Identifier
	LO1Office Name
ListingID	MLS #
	Photo Count
	PhotoTimestamp
	POOL
	Public Remarks
	ROAD FRONTAGE
	ROOF
	ROOM
	State
	Status
ListingStatus	Status Category
StatusChangeDate	Status Date
	Status Detail
	STYLE
	Subdivision
	Taxes per \$100 Valuation
	TERMS
	Type
	VIEW
	VOW Address
	VOW AVM
	VOW Comment
	VOW Include
	WATER AMENITIES
PostalCode	Zip
	Zip Code 5
	Zip Code Plus

Acre Farmranch

RETS Name	Field Name
	# of Bedrooms
	# of Full Baths
	# of Half Baths
	# of Residences
	# Wells on Property
	Address
	Address 2
StreetDirPrefix	Address Direction
StreetNumber	Address Number
StreetName	Address Street
	Agent
	APPLIANCES
LotSizeArea	Approx. # of Acres
	Approx. Heat/Cool SQFT
ListingArea	Area
ListPrice	Asking Price
City	City
	CONSTRUCTION
	COOLING
	County
	Doc Timestamp
	DOCUMENTS AVAILABLE
	ENERGY EFFICIENCY
	EXTERIOR
	FENCE
	FLOOR
	For Sale or Rent
	FOUNDATION
	Geo Address Line
	Geo Latitude
	Geo Longitude
	Geo Match Code
	Geo Matched Method
	Geo Postal Code
	Geo Primary City
	Geo Quality
	Geo Secondary City
	Geo Subdivision
	Geo Update Timestamp
	Geo Zoom Level
	HEAT
	IDX Include
	IMPROVEMENTS
	LA1Agent First Name
	LA1Agent Last Name
	LEASES

RETS Name	Field Name
ListDate	Listing Date
	Listing Office 1
	Listing Office 2
	LO1Office Identifier
	LO1Office Name
	MISC. EXTRAS
ListingID	MLS #
	OCCUPANT
	Photo Count
	PhotoTimestamp
	PROPERTY DESCRIPTION
	Public Remarks
	ROAD FRONTAGE
	ROOF
	Sale/Rent
	School District
	SEWER
	SHOWING INSTRUCTIONS
	SPECIAL
	State
	Status
ListingStatus	Status Category
StatusChangeDate	Status Date
	Status Detail
	Subdivision
	Taxes per \$100 Valuation
	TENANT PAYS
	TERMS
	Tillable
	Type
	UTILITIES AVAILABLE
	VIEW
	VOW Address
	VOW AVM
	VOW Comment
	VOW Include
	WATER
	Wooded
PostalCode	Zip
	Zip Code 5
	Zip Code Plus

CommIndustrial

RETS Name	Field Name
	# of Employees
	# of Parking Units
	# of Stories
	# of Units
	Address
	Address 2
StreetDirPrefix	Address Direction
StreetNumber	Address Number
StreetName	Address Street
	Agent
	APPLIANCES
	Approx. Lot SQFT
	Approx. Year Built
ListingArea	Area
ListPrice	Asking Price
City	City
	CONSTRUCTION
	COOLING
	Doc Timestamp
	DOCUMENTS AVAILABLE
	ELECTRIC
	ENERGY EFFICIENCY
ExpirationDate	Expiration Date
	EXTERIOR
	FLOOR
	FOUNDATION
	GAS
	Geo Address Line
	Geo Latitude
	Geo Longitude
	Geo Match Code
	Geo Matched Method
	Geo Postal Code
	Geo Primary City
	Geo Quality
	Geo Secondary City
	Geo Subdivision
	Geo Update Timestamp
	Geo Zoom Level
	HEAT
	IDX Include
	LA1Agent First Name
	LA1Agent Last Name
	LA1Agent Phone1 Area Code
	LA1Agent Phone1 Extension
	LA1Agent Phone1 Number
	LA1User Code
ListDate	Listing Date
	Listing Office 1
	Listing Office 2
	LO1Office Identifier
	LO1Office Name
	LO1Office Phone1 Number
	LO1OfficeAddressDirection
	LO1OfficePhone1AreaCode
	LO1OfficePhone1Description
	LO1OfficePhone1Extension
	MISC. EXTRAS

RETS Name	Field Name
ListingID	MLS #
	PARKING
	Public Remarks
	ROAD FRONTAGE
	ROOF
	SA1Agent First Name
	SA1Agent Last Name
	SA1Agent Phone1 Area Code
	SA1Agent Phone1 Extension
	SA1Agent Phone1 Number
	SA1Agent Type
	SA1AgentPhone1Description
	SALE INCLUDES
	Sale/Rent
	SEWER
	SHOWING INSTRUCTIONS
	SO1OfficeAddressStreetName
	SO1Office Address2
	SO1Office Identifier
	SO1Office Name
	SO1Office Phone1 Number
	State
	Status
ListingStatus	Status Category
StatusChangeDate	Status Date
	Status Detail
	TENANT PAYS
	TERMS
	Total # of Units
	Type
	Unit 1 # of Baths
	Unit 1 # of Bedrooms
	Unit 1 Garage Units
	Unit 1 Parking Spaces
	Unit 1 Rent
	Unit 2 # of Baths
	Unit 2 # of Bedrooms
	Unit 2 Garage Units
	Unit 2 Parking Spaces
	Unit 2 Rent
	Unit 3 # of Baths
	Unit 3 # of Bedrooms
	Unit 3 Garage Units
	Unit 3 Parking Spaces
	Unit 3 Rent
	Unit 4 # of Baths
	Unit 4 # of Bedrooms
	Unit 4 Garage Units
	Unit 4 Parking Spaces
	Unit 4 Rent
	VOW Address
	VOW AVM
	VOW Comment
	VOW Include
	WATER
PostalCode	Zip
	Zip Code 5
	Zip Code Plus

Multi-Family

RETS Name	Field Name
	# of Stories
	Address
	Address 2
StreetDirPrefix	Address Direction
StreetNumber	Address Number
StreetName	Address Street
	Agent
	APPLIANCES
LotSizeArea	Approx. # of Acres
	Approx. Heat/Cool SQFT
	Approx. Lot Size
	Approx. Lot SQFT
	Approx. Year Built
ListingArea	Area
ListPrice	Asking Price
City	City
	CONSTRUCTION
	COOLING
	County
	Doc Timestamp
	DOCUMENTS AVAILABLE
	ENERGY EFFICIENCY
	EXTERIOR
	FLOOR
	For Sale or Rent
	FOUNDATION
	Geo Address Line
	Geo Latitude
	Geo Longitude
	Geo Match Code
	Geo Matched Method
	Geo Postal Code
	Geo Primary City
	Geo Quality
	Geo Secondary City
	Geo Subdivision
	Geo Update Timestamp
	Geo Zoom Level
	Gross Op. Income Rent
	HEAT
	IDX Include
	LA1Agent First Name
	LA1Agent Last Name
ListDate	Listing Date
	Listing Office 1
	Listing Office 2

RETS Name	Field Name
	LO1Office Identifier
	LO1Office Name
	MISC. EXTRAS
ListingID	MLS #
	Photo Count
	PhotoTimestamp
	Public Remarks
	ROAD FRONTAGE
	ROOF
	Sale/Rent
	School District
	SEWER
	SHOWING INSTRUCTIONS
	State
	Status
ListingStatus	Status Category
StatusChangeDate	Status Date
	Status Detail
	Subdivision
	Taxes Mandatory (Y/N)
	Taxes per \$100 Valuation
	TENANT PAYS
	TERMS
	Total # of Units
	Type
	Unit 1 # of Baths
	Unit 1 # of Bedrooms
	Unit 1 Rent
	Unit 2 # of Baths
	Unit 2 # of Bedrooms
	Unit 2 Rent
	Unit 3 # of Baths
	Unit 3 # of Bedrooms
	Unit 3 Rent
	Unit 4 # of Baths
	Unit 4 # of Bedrooms
	Unit 4 Rent
	VOW Address
	VOW AVM
	VOW Comment
	VOW Include
	WATER
PostalCode	Zip
	Zip Code 5
	Zip Code Plus

Residential Lots

RETS Name	Field Name
	# of Residences
	# Wells on Property
	Address
	Address 2
StreetDirPrefix	Address Direction
StreetNumber	Address Number
StreetName	Address Street
	Agent
LotSizeArea	Approx. # of Acres
	Approx. Lot Size
	Approx. Lot SQFT
ListingArea	Area
ListPrice	Asking Price
	ASSN. AMENITIES
	ASSOCIATION FEES INCLUDE
City	City
	County
	Doc Timestamp
	DOCUMENTS AVAILABLE
	FENCE
	For Sale or Rent
	Geo Address Line
	Geo Latitude
	Geo Longitude
	Geo Match Code
	Geo Matched Method
	Geo Postal Code
	Geo Primary City
	Geo Quality
	Geo Secondary City
	Geo Subdivision
	Geo Update Timestamp
	Geo Zoom Level
	IDX Include
	LA1Agent First Name

RETS Name	Field Name
	LA1Agent Last Name
ListDate	Listing Date
	Listing Office 1
	Listing Office 2
	LO1Office Identifier
	LO1Office Name
ListingID	MLS #
	Photo Count
	PhotoTimestamp
	PROPERTY DESC.
	Public Remarks
	ROAD FRONTAGE
	Sale/Rent
	School District
	SHOWING INSTRUCTIONS
	SPECIAL
	State
	Status
ListingStatus	Status Category
StatusChangeDate	Status Date
	Status Detail
	Subdivision
	Taxes per \$100 Valuation
	TERMS
	Type
	UTILITIES AVAILABLE
	VIEW
	VOW Address
	VOW AVM
	VOW Comment
	VOW Include
	WATER AMENITIES
PostalCode	Zip
	Zip Code 5
	Zip Code Plus