



THIS THIRD PARTY ACCESS, CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT is entered into effective as of the date set forth on the attached term sheet (“TERM SHEET”) by the **CAMPBELL CO BOARD OF REALTORS, INC. - MLS** (“PROVIDER”), and the person or individual listed on the TERM SHEET, a third party participant (“LICENSEE”) with reference to the following facts:

RECITALS

- A. PROVIDER operates an online computerized real estate multiple listing service for subscribers and participants located in counties in the Northeastern Area of Wyoming, which provides multiple listing data and other information (the “SERVICE”) to its Participants, Subscribers and other authorized parties (collectively “AUTHORIZED USERS”). The listing data and other information in the SERVICE shall be referred to hereinafter as “LICENSED DATA”. The LICENSED DATA, together with related software, source code, object code, diagrams, flow charts, IP addresses, access codes and passwords is referred to hereinafter as “CONFIDENTIAL INFORMATION”.
- B. LICENSEE operates a business as described in the TERM SHEET. LICENSEE desires limited access to certain LICENSED DATA and the SERVICE for the specific purposes set forth in the TERM SHEET.
- C. PROVIDER is willing to grant LICENSEE limited access to certain SERVICE information pursuant to the terms and subject to the conditions contained in this Agreement.

IT IS AGREED:

- 1. **Access to System.** PROVIDER hereby grants LICENSEE limited access to the SERVICE to retrieve only LICENSED DATA described in the TERM SHEET, from the SERVICE, and for only the purposes set forth in the TERM SHEET.
- 2. **Ownership of LICENSED DATA.** PROVIDER is and shall always remain the exclusive owner of the LICENSED DATA and CONFIDENTIAL INFORMATION. LICENSEE acknowledges that the LICENSED DATA and CONFIDENTIAL INFORMATION constitute intellectual property and is a valuable commodity of PROVIDER and is proprietary to PROVIDER. All proprietary rights in such LICENSED DATA and CONFIDENTIAL INFORMATION shall remain with PROVIDER. PROVIDER represents and LICENSEE acknowledges that PROVIDER has all exclusive intellectual property rights in the LICENSED DATA and CONFIDENTIAL INFORMATION including all compilations of such data in the MLS data base maintained within the LICENSED DATA, all of which is and always shall be the exclusive property of PROVIDER. LICENSEE acknowledges PROVIDER’s claim that the LICENSED DATA and CONFIDENTIAL INFORMATION constitutes valuable trade secrets proprietary to PROVIDER. LICENSEE shall not disclose or use the LICENSED DATA and CONFIDENTIAL INFORMATION except as specifically provided in this Agreement without the express written consent of PROVIDER. LICENSEE agrees to use reasonable efforts to safeguard the LICENSED DATA and CONFIDENTIAL INFORMATION from unauthorized use by third parties. LICENSEE will not provide access to nor disclose any of the LICENSED DATA or CONFIDENTIAL INFORMATION to any third party except as set forth on the TERM SHEET. Notwithstanding the foregoing, LICENSEE is permitted to provide access to or disclose any of the LICENSED DATA to AUTHORIZED USERS of the SERVICE without written permission from PROVIDER.

3. **Rights to LICENSED DATA and CONFIDENTIAL INFORMATION.** This Agreement shall not be construed to grant to LICENSEE any ownership in the LICENSED DATA or CONFIDENTIAL INFORMATION and expressly prohibits LICENSEE from remarketing, re-commercializing and/or disseminating the LICENSED DATA or CONFIDENTIAL INFORMATION at any time to any party other than AUTHORIZED USERS, except where specifically authorized by this Agreement. Furthermore, LICENSEE is expressly restricted from: (i) any use of the LICENSED DATA or CONFIDENTIAL INFORMATION for any purpose other than as described in the TERM SHEET; (ii) modifying the LICENSED DATA in any way; or (iii) attempting to reverse engineer the LICENSED DATA or CONFIDENTIAL INFORMATION.
4. **Term.** The term of this Agreement begins on the effective date set forth on the TERM SHEET. PROVIDER has the right, at any time and at its sole discretion, to terminate this Agreement. This Agreement shall terminate upon PROVIDER's notice to LICENSEE that this Agreement is terminated. LICENSEE may, upon sixty (60) days written notice, terminate this Agreement.
5. **Compensation.** Any compensation payable in connection with this Agreement is set forth on the TERM SHEET.
6. **Confidentiality and Nondisclosure.** LICENSEE agrees that it shall not disclose, nor permit any of its agents or employees to disclose any of the CONFIDENTIAL INFORMATION or any LICENSED DATA to any unauthorized third party without first obtaining the written consent of PROVIDER. LICENSEE shall promptly notify PROVIDER in writing of any suspected non-compliance or breach of the confidentiality provisions of this Agreement, and where a non-compliance or breach occurs, PROVIDER may seek appropriate relief, including damages and injunctive relief, in any court of appropriate jurisdiction. For these purposes, PROVIDER shall hereby be deemed a third party beneficiary or assignee of LICENSEE's rights and claims and is empowered to prosecute and defend its rights hereunder as against any such non-complying or breaching entity or individual.
7. **PROVIDER Rights.** PROVIDER shall retain its rights, title and interest in the SERVICE, the LICENSED DATA, and the CONFIDENTIAL INFORMATION, including all functionality, copyright and patent rights as provided under state and federal law. Any modifications or improvements made to the SERVICE, the LICENSED DATA, or the CONFIDENTIAL INFORMATION shall remain the property of the PROVIDER.
8. **LICENSEE's Obligations.** As a material part of the consideration for this Agreement, LICENSEE agrees that LICENSEE:
 - (a) Will comply with the National Association of Realtor's guidelines and PROVIDER's rules and regulations in its utilization of the LICENSED DATA as stated in **Attachment 1: IDX Rules**;
 - (b) Will not knowingly permit any access to the SERVICE by any person(s) other than AUTHORIZED USERS who have executed Subscriber Agreements with PROVIDER;
 - (c) Will not copy or make any use, alteration, adaptation, addition, change or revision of the LICENSED DATA or CONFIDENTIAL INFORMATION, other than to make it available to AUTHORIZED USERS within the terms of this Agreement;
 - (d) Will design and maintain its connection in such a way that it does not impair or damage the performance of the SERVICE in any way;

- (e) Will not enter into any license, sublicense, access, electronic connection or another agreement or arrangement which would permit access to the SERVICE, or any portion thereof, to any party other than AUTHORIZED USERS and others as may be allowed by the terms of this Agreement;
 - (f) Will not subcontract, assign, delegate or otherwise transfer any right or obligation under this Agreement without PROVIDER's written consent, except as set forth in this Agreement;
 - (g) Will establish and maintain firewalls, filters, and such additional and/or complementary security systems in place as may be reasonably necessary in order to provide reasonable assurances that the data is secure and the connection may not be used to access the SERVICE, except by AUTHORIZED USERS and those authorized by the terms of this Agreement; and
 - (h) Will not use PROVIDER's name or make any reference to PROVIDER or its LICENSED DATA or SERVICE in any manner, except as may be authorized in writing, by PROVIDER.
 - (i) Will pay all costs incurred by LICENSEE and PROVIDER in setting up the SERVICE for LICENSEE's use and providing LICENSED DATA to LICENSEE.
9. **Indemnification.** LICENSEE agrees to defend, indemnify and hold harmless PROVIDER against any action against PROVIDER on account of LICENSEE's use of the LICENSED DATA as set forth herein; provided, however, that this indemnification provision shall not apply to actions resulting from PROVIDER's violation of any third party patent, copyright, or trade secret.
10. **Disclaimer.** PROVIDER does not make and hereby disclaims, and LICENSEE hereby expressly waives, any and all representations and warranties, express or implied (except as may be set forth in this Agreement), including all warranties of merchantability and fitness for a particular purpose. In no event shall PROVIDER be liable to LICENSEE or to any third party for loss or damages, arising out of the use or performance of the SERVICE even if PROVIDER has been advised of the possibility of such damages. Any defect or malfunction in the SERVICE or LICENSED DATA will be corrected in the sole discretion of PROVIDER, upon the written request of LICENSEE. If LICENSEE requests PROVIDER to correct any defects or malfunctions or render any other services, LICENSEE shall reimburse PROVIDER at rates to be determined by PROVIDER. The entire risk as to the quality and performance of the LICENSED DATA and SERVICE is upon LICENSEE.
- PROVIDER's sole liability and LICENSEE's exclusive remedy for any defect which impairs LICENSEE's use of the SERVICE for the purposes stated herein shall be the right to terminate this Agreement.
11. **Remedies.** In the event of a default on the part of either party, the non-defaulting party may terminate this Agreement, effective immediately. This paragraph shall be in addition to any other rights or remedies which either party may have at law or in equity, except as limited by this Agreement.
12. **Attorneys' Fees.** In the event suit or action is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorneys' fees and costs at trial or on appeal of such suit or action.
13. **Applicable Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wyoming.

14. **Merger.** This Agreement sets forth the full and complete understanding of the parties with respect to the subject matter of this Agreement, and, except with respect to the Agreement between LICENSEE and PROVIDER, there is no other agreement, contract or understanding, whether written or oral, between or among any of the parties with respect to access to the SERVICE.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the last date set forth below.

PROVIDER:

**CAMPBELL CO BOARD OF
REALTORS, INC. – MULTIPLE
LISTING SERVICE**

THIRD-PARTY VENDER / LICENSEE:

Constellation Web Solutions

By: _____

Its: Association Executive Officer

Date: _____

By: Dan Dhy

Its: Data and Compliance Manager

Date: _____



Term Sheet Between the Campbell Co Board of Realtors, Inc. - MLS ("Provider") and the Below Listed Licensee

1. Third-Party Vender Business Name: Constellation Web Solutions

Contact Person: Dan Dlhy Phone: 425-636-6910

Address: 6737 W. Washington St. Ste 2120 West Allis, WI 53214

E-mail Address: brokersolutions@constellationws.com

2. Purposes for access to Licensed Data: To build an IDX website

3. Description of Licensed Data to which access is granted: As permitted by the local M.L.S.

4. Compensation Arrangement (if none, state "none"): None

5. The IDX will be used by an Individual Agent Website or Office Website

Agent Name: _____

Office Name: _____

6. Website URL Address for this data: _____

7. Login in credentials should be emailed to: brokersolutions@constellationws.com

8. Parties (if any), other than Licensee granted access to Confidential Information:

PROVIDER:

THIRD-PARTY VENDER / LICENSEE:

CAMPBELL CO BOARD OF REALTORS, INC. – MULTIPLE LISTING SERVICE

Constellation Web Solutions

By: _____

By: Dan Dlhy

Its: Association Executive Officer

Its: _____

Date: _____

Date: _____

Campbell County Board of REALTORS
MLS Rules & Regulations**Section 18: IDX – INTERNET DATA EXCHANGE**

Section 18 IDX Defined: IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants. (Amended 05/12) **M**

Section 18.1 Authorization: Participants' consent for display of their active listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. (Amended 05/12)

Section 18.2 Participation: Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. (Amended 11/09)

Section 18.2.1 Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12) **M**

Section 18.2.2 MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12) **M**

Section 18.2.3 Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs). (Amended 05/12) **M**

Section 18.2.4 Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell, or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant. (Amended 11/06) **M**

Section 18.2.5 Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. (Amended 11/14) **M**

Section 18.2.6 Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 05/12) **M**

Section 18.2.7 Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 05/12)

Section 18.2.8 Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants². Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 05/12) **M**

Section 18.2.9 Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 05/12) **M**

Section 18.2.10 An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14) **M**

Section 18.3 Display: Display of listing information pursuant to IDX is subject to the following rules:

Note: All of the following rules are optional but, if adopted, cannot be modified. Select those rules which apply to your IDX program and number the sections accordingly.

Section 18.3.1 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. (Amended 05/12) **O**

Section 18.3.1.1 The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 05/12) **O**

Section 18.3.2 Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields. **O**

Section 18.3.3 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g., "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 05/12) **O**

Section 18.3.4 All listings displayed pursuant to IDX shall identify the listing agent. **O**

Section 18.3.5 Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own Web sites subject to their participant's consent and control and the requirements of state law and/or regulation. **O**

Section 18.3.6 Deleted November 2006.

Section 18.3.7 All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 05/12) ○

Section 18.3.8 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 05/12) ○

Section 18.3.9 The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDS display, whichever is fewer. (Adopted 11/09) ○

Section 18.3.10 The right to display other participants’ listings pursuant to IDX shall be limited to a participant’s office(s) holding participatory rights in this MLS. ○

Section 18.3.11 Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLSs. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 05/12) ○

Section 18.3.12 Display of expired, withdrawn, and pending listings* is prohibited. (Adopted 11/14)

**Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. (Adopted 11/14)*

Section 18.3.13 Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and email address(es) is prohibited. ○

Note: The following Sections 18.3.14 and 18.3.15 may be adopted by MLSs that provide participants with a “persistent” download (i.e., where the MLS database resides on participants’ servers) of the MLS database.

Section 18.3.14 Participants are required to employ appropriate security protection such as Firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. (Amended 05/12) ○

Section 18.3.15 Participants must maintain an audit trail of consumer activity on their websites and displays and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (Amended 05/12) ○

Section 18.3.16 Deceptive or misleading advertising (including co-branding) on pages displaying IDX provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant’s logo and contact information is larger than that of any third party. (Adopted 11/09) ○

Section 18.4 Service Fees and Charges: Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Adopted 11/01, Amended 5/05) ○