



660 American Avenue, Suite 203 • King of Prussia, PA 19406  
Business Office: 1-610-783-4650  
Help Desk: 1-877-330-9900

**PARTICIPANT & SUBSCRIBER INTERNET DATA EXCHANGE  
CONTENT CO-LICENSING AGREEMENT**

THIS PARTICIPANT & SUBSCRIBER INTERNET DATA EXCHANGE CONTENT CO-LICENSE AGREEMENT ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") between the Delaware Valley Real Estate Information Network, Inc., a Pennsylvania Corporation, ("TREND"); and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name of broker), authorized TREND participant of  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name of firm), ("IDX Participant"); and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name of agent) ("IDX SUBSCRIBER"); and  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name of authorized representative) of  
\_\_\_\_\_ a \_\_\_\_\_ Corporation, ("VENDOR").

**Recitals**

Whereas TREND is a real estate multiple listing computer service; and whereas TREND has created an information database comprised of a proprietary compilation of data and images owned and/or copyrighted by TREND or which TREND has authority to redistribute ("COMPILATION"); and

Whereas IDX PARTICIPANT and IDX SUBSCRIBER have contracted with VENDOR to provide services in connection with the Internet advertising of properties listed for sale by brokers participating in Internet Data Exchange including but not necessarily limited to data downloading, data manipulation, and data formatting, as well as programming, website design and website hosting, and

Whereas IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR seek to license from TREND that portion of COMPILATION containing specific Internet Data Exchange data and images as defined below and in Appendix A ("IDX CONTENT"); and

Whereas TREND is willing to license IDX CONTENT to IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR as described in the terms and conditions set forth below and in Appendices A and B.

**Agreement**

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

**1. Definitions:**

**1.1 Internet Data Exchange Content**

(IDX CONTENT) - That sub-set of the COMPILATION as defined by Appendix A comprising selected listing data fields (as determined by TREND) and property photos of current Active listings of property filed by Participants who have not opted out of Internet Data Exchange participation for inclusion in the COMPILATION. Exception: Excluded from the IDX CONTENT are listings of property where the seller and/or the Participant, with the knowledge of the seller, has prohibited Internet advertising of the property.

## **1.2 Internet Data Exchange Participant**

(IDX PARTICIPANT) - A PARTICIPANT from a FULL PARTICIPATION OFFICE OR Limited Participation Office, with a reciprocal membership agreement between TREND and the Participant's primary MLS, who:

- holds a current, valid real estate broker's license, AND
- offers and accepts offers of compensation to and from other PARTICIPANTS, AND
- gives permission to other PARTICIPANTS, through the TREND Internet Data Exchange Program, to advertise PARTICIPANT'S eligible IDX CONTENT listings on other PARTICIPANTS' Internet Data Exchange websites (if any) in return for other PARTICIPANTS' permission to PARTICIPANT to advertise their eligible listings on PARTICIPANT'S Internet Data Exchange website (if any).

## **1.3 Internet Data Exchange Subscriber**

(IDX SUBSCRIBER) – A Subscriber member of TREND affiliated with a IDX PARTICIPANT who operates an Internet website with such IDX PARTICIPANT's written permission and authority:

- subject to IDX PARTICIPANT's consent and control, and
- in accordance with all applicable laws and regulations, and
- in accordance with TREND Rules.

## **1.4 Full Participation Office**

An office in which the PARTICIPANT has subscribed to TREND under the terms of and signed a TREND Full Participation Subscription Agreement.

## **1.5 Multiple Listing Service (MLS)**

A Multiple Listing Service (MLS) is a means by which:

- (a) authorized PARTICIPANTS make blanket unilateral offers of compensation to other PARTICIPANTS (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law);
- (b) cooperation among PARTICIPANTS is enhanced;
- (c) information is accumulated and disseminated to enable authorized PARTICIPANTS to prepare appraisals, analyses and other valuations of real property for bona fide clients and customers;
- (d) PARTICIPANTS engaging in real estate appraisal contribute to common databases; and
- (e) listing information may be correlated and disseminated in an orderly manner so PARTICIPANTS may better serve their clients and customers.

## **1.6 Limited Participation Office**

An office in which the Participant has subscribed to TREND under the terms of and signed a TREND Limited Participation Subscription Agreement.

## **1.7 Compilation**

the entire MLS information database, including the proprietary compilation of data and images owned and/or copyrighted by TREND or which TREND has authority to redistribute.

## **1.8 Participant**

Any principal, partner, corporate officer or branch office manager who:

- holds a current, valid real estate broker's license and offers and accepts offers of compensation to and from other PARTICIPANTS, OR
- is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

## **1.9 Subscriber**

Any non-principal broker (associate broker) or sales licensee (sales associate) or licensed or certified appraiser affiliated with a PARTICIPANT.

### **1.10 Rules**

The Rules and Regulations of TREND, as amended from time to time, and the IDX CONTENT display requirements set forth in Appendix B.

### **1.11 Business Day**

Every day except Saturday, Sunday, and holidays during which Federal government offices are closed.

## **2. Title; Grant of License.**

### **2.1 Title**

IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR acknowledge that TREND owns all right, title, and interest in the copyrights in the COMPILATION.

### **2.2 Purpose of License**

IDX PARTICIPANT's, IDX SUBSCRIBER'S and VENDOR's license and access to the IDX CONTENT, is for the sole purpose of permitting IDX SUBSCRIBER to display IDX CONTENT in the form of real estate advertising and services in compliance with the terms of this Agreement and the RULES on a single website at [http://\\_\\_\\_\\_\\_](http://_____) (the LICENSED SITE)

### **2.3 Grant of License**

TREND hereby grants to IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR a nonexclusive, nontransferable, revocable license to access, download, display, and provide limited distribution of IDX CONTENT, for the purpose set forth in Section 2.2 and at all times subject to the restrictions set forth in this Agreement and Appendices A and B. For the purposes of this Agreement, "distribution" is limited to e-mail, auto-responders, and web generated printouts directed to consumers who may be interested in the purchase, sale or lease of the properties thus provided.

### **2.4 No Sale or Assignment; Rights Retained**

This Agreement is a license, not a sale or assignment. Neither IDX PARTICIPANT, IDX SUBSCRIBER nor VENDOR may make any use of the IDX CONTENT or any part of it except as expressly provided by this Agreement. Any other reproduction, distribution, transmission or retransmission of IDX CONTENT, in whole or in part, is strictly prohibited. TREND retains all rights not expressly granted to IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR herein, and nothing herein grants or shall be construed as granting by implication, estoppel, or otherwise any licenses to IDX PARTICIPANT, IDX SUBSCRIBER, VENDOR or other third party except as expressly set forth in this Agreement.

## **3. Compensation**

IDX PARTICIPANT and IDX SUBSCRIBER agree to pay a Monthly Licensing Fee of \$35 per month. The Monthly Licensing Fee is paid monthly via automatic payments billed to IDX PARTICIPANT's or IDX SUBSCRIBER's credit card. The amounts of these fees are established by the TREND Board of Directors and may be modified from time to time at the sole discretion of the TREND Board of Directors. TREND agrees to provide to IDX PARTICIPANT and IDX SUBSCRIBER at least thirty (30) days advance notice via email of any change to the licensing fees charged under this Agreement. VENDOR's access to IDX content is subject to a separate Vendor Master License Agreement that may be subject to review fees. All expenses and costs incurred by IDX PARTICIPANT, IDX SUBSCRIBER and/or VENDOR in connection with carrying out operations and activities pursuant to this Agreement shall be the sole responsibility of IDX PARTICIPANT, IDX SUBSCRIBER and/or VENDOR.

## **4. Representations and Warranties and Limitation of Liability.**

### **4.1 Ownership**

Except for the limited use license granted under paragraph 2.3, TREND retains all right, title and interest in the COMPILATION and IDX CONTENT and all other intellectual property rights inherent therein.

### **4.2 Warranties**

TREND represents and warrants that it has, and at all times during the term of this Agreement will have all rights and authority to license and provide access to IDX CONTENT to IDX PARTICIPANT, IDX

SUBSCRIBER and/or VENDOR, and TREND's licensing of IDX CONTENT to IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR does not infringe the rights of any third party. IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR each represent and warrant that 1) it has all rights and authority to enter into and perform its obligations under this Agreement in accordance with its terms; and 2) that the LICENSED SITE will not infringe the rights of any third party, including any copyright, trademark, service mark, and patent rights.

#### **4.3 Disclaimer of Warranty**

EACH PARTY HERETO DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TREND DISCLAIMS ANY WARRANTY OF THE ACCURACY, RELIABILITY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THE COMPILATION OR IDX CONTENT, NOR DOES TREND WARRANT AGAINST SYSTEM ERRORS OR MALFUNCTIONS.

#### **4.4 Limitation of Liability**

OTHER THAN AS SET FORTH IN PARAGRAPH 4.4, IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE TO ANY OTHER PARTY HERETO OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE TRANSMISSION OR USE OF IDX CONTENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TREND'S ENTIRE LIABILITY TO IDX PARTICIPANT, IDX SUBSCRIBER OR VENDOR, AND THE EXCLUSIVE REMEDY OF IDX PARTICIPANT, IDX SUBSCRIBER OR VENDOR HEREUNDER FOR ANY CLAIM, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID BY IDX PARTICIPANT, IDX SUBSCRIBER OR VENDOR TO TREND, IF ANY, UNDER THIS AGREEMENT FOR THOSE SERVICES UPON WHICH LIABILITY IS BASED.

#### **4.5 Copyright Infringement**

THE PROVISIONS OF PARAGRAPH 4.3 NOTWITHSTANDING, TREND RESERVES ALL RIGHTS AND REMEDIES AVAILABLE TO IT UNDER THE COPYRIGHT ACT OF 1976, AS AMENDED.

### **5. Limitations on Use of IDX CONTENT**

#### **5.1 IDX CONTENT Delivery**

TREND agrees to make available IDX CONTENT to IDX PARTICIPANT, IDX SUBSCRIBER or VENDOR, as directed by IDX PARTICIPANT, via access to a Real Estate Transaction Standard (RETS) server. TREND's failure to do so as a result of technical difficulties does not constitute a breach of this Agreement. It is the sole responsibility of the Vendor to access the RETS server utilizing their own interface.

#### **5.2 IDX CONTENT Updates**

IDX CONTENT obtained under the terms of this Agreement and displayed on the LICENSED SITE must be downloaded and refreshed at least once every three (3) days. TREND strongly recommends that data be updated every business day. TREND agrees to provide to IDX PARTICIPANT, IDX SUBSCRIBER and/or VENDOR at the direction of IDX PARTICIPANT at least thirty (30) days advance notice via email of scheduled system enhancements. TREND reserves the right to perform emergency maintenance without prior notice.

#### **5.3 IDX CONTENT Display**

IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR agree to make all reasonable efforts to comply with all statutes and governmental regulations applicable to the advertising of real property, including, but not limited to, those of the Pennsylvania, New Jersey and Delaware Real Estate Commissions and the Federal Fair Housing Acts. IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR agree that they shall not knowingly permit the LICENSED SITE to be utilized for scraping or harvesting of IDX CONTENT and shall use all commercially reasonable efforts to ensure that the LICENSED SITE may not be utilized for scraping or harvesting IDX CONTENT or any portion thereof. Additionally IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR will comply with the terms of this Agreement, the RULES, and the IDX CONTENT display provisions outlined in Appendix B. TREND agrees to provide to IDX PARTICIPANT, IDX SUBSCRIBER and/or VENDOR at the direction of IDX PARTICIPANT at least thirty (30) days advance notice via email prior to enforcing any changes to the RULES.

#### **5.4 Publication**

IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR agree, for themselves, their employees and contractors that they will not publish IDX CONTENT on any other website without first obtaining a separate license agreement from TREND and further agree that they will not grant any third party any rights in IDX CONTENT, or use of IDX CONTENT, except as expressly permitted in this Agreement. IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR will disclose to TREND any and all Internet homepage addresses (URLs) used to operate the LICENSED SITE. IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR shall notify TREND within five (5) business days of any significant change to the LICENSED SITE. A significant change shall be any change to the LICENSED SITE's homepage URL, new or additional website homepage URL, or change in the manner or extent to which IDX CONTENT is searched, displayed or distributed to consumers on or by means of the LICENSED SITE. In the event that access to IDX CONTENT on the LICENSED SITE is protected by a registration process or user name and password, IDX PARTICIPANT or IDX SUBSCRIBER shall provide TREND with access to such protected area.

#### **5.5 Confidentiality**

All parties agree to keep confidential all "Confidential Information" of all other parties received in connection with this Agreement. For purposes of this Agreement, "Confidential Information" means: i) the terms of this Agreement; ii) any information in written or electronic form marked and identified as "Confidential" by the disclosing party; and iii) access IDs and passwords, other access information and data structure information relating to the COMPILATION and IDX CONTENT, and fields and records in the IDX CONTENT designated as confidential in Appendices A and B. All parties agree to protect the Confidential Information of the others with the same degree of care it takes to protect its own sensitive business information of like kind, but in no event less than reasonable care. All parties shall refrain from disclosing the Confidential Information of the others to any person or entity during the term of the Agreement and thereafter, except to its employees, agents and attorneys who have a need to know in order to fulfill a party's obligations under this Agreement. Any party may disclose the Confidential Information if such disclosure is required by law, court order or regulation; provided, however, that such party makes commercially reasonable efforts to notify the other party in writing in advance of such disclosure.

### **6. Term and Termination.**

The term of this Agreement begins on the Effective Date and runs until December 31<sup>st</sup> of the current year. Unless terminated, this Agreement shall renew automatically for successive one-year periods each subsequent January 1<sup>st</sup>. This Agreement shall terminate upon the occurrence of any of the following events:

- TREND's notice to IDX PARTICIPANT or IDX SUBSCRIBER that this Agreement is terminated. TREND has the right at any time and at its sole discretion to terminate this Agreement.
- IDX PARTICIPANT's or IDX SUBSCRIBER's notice to TREND that it no longer intends to display IDX CONTENT on the LICENSED SITE.
- Termination of IDX PARTICIPANT's privileges as a TREND PARTICIPANT.
- Termination of IDX SUBSCRIBER's privileges as a TREND SUBSCRIBER.

Upon termination for any reason, IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR shall immediately discontinue any and all distribution and use of IDX CONTENT and products utilizing IDX CONTENT and shall return to TREND or destroy all materials, storage media and all associated documentation.

### **7. Breach and Cure**

If TREND notifies IDX PARTICIPANT or IDX SUBSCRIBER of any breach of this agreement, IDX PARTICIPANT or IDX SUBSCRIBER shall have five (5) days to cure said breach. If IDX PARTICIPANT or IDX SUBSCRIBER fails to cure said breach, TREND shall have the right to notify VENDOR and request that any breach within VENDOR'S control be cured immediately. If IDX PARTICIPANT, IDX SUBSCRIBER and/or VENDOR are not able or willing to comply with any notice of breach, IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR shall immediately suspend all use of IDX CONTENT on the LICENSED SITE until such time as TREND notifies IDX PARTICIPANT or IDX SUBSCRIBER (with copy of such notification to VENDOR) that said breach has been cured. In the event that IDX

PARTICIPANT, IDX SUBSCRIBER and/or VENDOR fail to cure any breach within fourteen (14) days of notice by TREND, TREND may terminate the Agreement immediately without further notice.

#### **8. Injunctive Relief.**

IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR acknowledge that the COMPILATION and IDX CONTENT are valuable assets to TREND and that breach of this Agreement with respect to use of the IDX CONTENT will result in irreparable harm to TREND for which monetary damages are not adequate. TREND is therefore entitled to, in addition to all other forms of relief, injunctive relief as may be necessary to restrain any continuing or further breach by IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR or any one of them, without showing or proving any actual damages sustained by TREND.

#### **9. Indemnification**

In the event any party breaches any provision of this Agreement, including its representations and warranties hereunder, that party (the Indemnifying Party) shall indemnify the other parties (the Indemnified Parties), its subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the Indemnifying Party's breach. The Indemnified Parties shall i) promptly notify the Indemnifying Party in writing of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and ii) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any such claim.

#### **10. No Restrictions**

Nothing in this agreement shall be construed to prohibit TREND from entering into a similar or competing business.

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## **11. Miscellaneous Provisions**

### **11.1 Independent Contractors**

The parties hereby agree that no agency, joint venture, or partnership is created by this Agreement and that the parties are independent contractors to one another.

### **11.2 Assignment**

IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR may not grant, assign, sub-license, or otherwise convey any rights granted to IDX PARTICIPANT, IDX SUBSCRIBER or VENDOR under the terms of this Agreement or any duty or obligation owed by IDX PARTICIPANT, IDX SUBSCRIBER or VENDOR to TREND under this Agreement, without the prior written consent of TREND.

### **11.3 Enforcement of Rights**

IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR shall inform TREND if it obtains or possesses actual knowledge that any third party has infringed the intellectual property rights of TREND. In the event that TREND seeks to enforce its intellectual property rights against any third party in a matter arising out of the use of the IDX CONTENT on the LICENSED SITE, the IDX PARTICIPANT, IDX SUBSCRIBER and VENDOR shall assist TREND in that effort at TREND's request and sole expense.

### **11.4 Governing Law**

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties agree that such action will be brought in the Court of Common Pleas of Montgomery County, Pennsylvania, and the parties hereby submit to the jurisdiction of said Court.

### **11.5 Modification**

No amendment or modification of any of the terms or provisions of this Agreement shall be valid or binding unless contained in a writing signed by the parties.

### **11.6 Severability**

If any term, condition, or provision of this Agreement is held to be unenforceable for any reason, such provision shall, if possible, be interpreted rather than voided, to achieve the intent of the parties to this Agreement to the extent possible. In any event, all other terms, conditions, and provisions of this Agreement shall be deemed valid and shall continue in full force and effect.

### **11.7 Force Majeure**

Any delays in performance by any party are not a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the party affected, including acts of God, governmental restrictions, strikes, fire, flood, explosion, riots, war, civil disorder, rebellion, or sabotage. The party suffering such occurrence shall immediately notify the other party and any time for performance shall be extended by the actual time of delay caused by the occurrence.

### **11.8 Survival**

Sections 4, 5.5, 6, 8, 9 and 11 shall survive the termination or expiration of this Agreement.

### **11.9 Entire Understanding**

This Agreement contains the entire understanding and agreement of the parties and there are no representations, warranties, promises or undertakings other than those contained herein. This Agreement supersedes and cancels all previous agreements between the parties. The foregoing notwithstanding, the RULES, as amended from time to time, are expressly incorporated into this Agreement by reference.

**12. Notices**

Payments shall be made by mailing checks to TREND's address. Notices regarding breach or termination of this Agreement shall be sent by certified or registered mail, postage prepaid, addressed to the parties as follows:

If to TREND:

Dennis B. Durkin  
Chief Financial Officer  
660 American Ave, Suite 203  
King of Prussia, PA 19406

If to IDX PARTICIPANT:

(if blank use IDX Participant address below)

If to VENDOR:

(if blank use Vendor address below)

In witness whereof, and intending to be legally bound, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

**IDX PARTICIPANT**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Brokerage Name**

\_\_\_\_\_  
**Phone Number:**

\_\_\_\_\_  
**Fax Number:**

\_\_\_\_\_  
**E-mail Address:**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Website Homepage Address (URL)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**IDX SUBSCRIBER**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Brokerage Name**

\_\_\_\_\_  
**Phone Number:**

\_\_\_\_\_  
**Fax Number:**

\_\_\_\_\_  
**E-mail Address:**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Website Homepage Address (URL)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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**VENDOR**

_____ <b>Name</b>	_____ <b>Title</b>
_____ <b>Company Name</b>	_____ <b>Phone Number:</b>
_____ <b>Address</b>	_____ <b>Fax Number:</b>
_____ <b>Tech Contact</b>	_____ <b>E-mail Address</b>
_____ <b>Signature</b>	_____ <b>Tech E-mail Address</b>
	_____ <b>Date</b>

**TREND**

_____ <b>Signature</b> <b>Dennis B. Durkin</b> <b>Chief Financial Officer</b> <b>TREND</b> <b>660 American Avenue, Suite 203</b> <b>King Of Prussia, PA 19406</b>	_____ <b>Date</b> <b>Additional Contact:</b> <b>Help Desk</b> <b>Phone: (610) 783-4650</b> <b>Fax: (610) 783-4695</b> <b>E-mail: support@trendmls.com</b>
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## APPENDIX A

The specific IDX CONTENT to be licensed is:

**1. TREND Listing Categories:**

- Residential (single family)
- Lot/Land/Farm
- Multi-Family
- Commercial/Industrial/Investment
- Rental

**2. TREND Listing Statuses:**

- Active (A)

**3. Geography includes but is not limited to the following counties:**

PENNSYLVANIA

Bucks  
Berks  
Chester  
Delaware  
Montgomery  
Philadelphia

NEW JERSEY

Burlington County  
Camden County  
Gloucester County  
Mercer County  
Salem County

DELAWARE

Kent  
New Castle

**4. TREND Data Fields:**

The following data fields are delivered in IDX CONTENT to IDX PARTICIPANT and/or VENDOR at IDX PARTICIPANT'S direction, subject to the terms, conditions and restrictions of the IDX Content Licensing Agreement and the restrictions and conditions noted in both this Appendix and Appendix B.

Data fields marked "C" in the Confidential/Restricted column are deemed confidential by TREND. The data contained in them may not be searched or displayed. Data fields marked "R" in the Confidential/Restricted column are deemed restricted by TREND. The data contained in them may not be searched or displayed except in accordance with the IDX Content Licensing Agreement and the restrictions and conditions noted in both this Appendix and Appendix B. Any data field not listed below may not be searched or displayed unless express written permission for such is obtained from TREND.

**Property Resource (C=Confidential R=Restricted)**

AnnualLeasePrice		NewConstruction	OtherRm1Name
AnnualLeasePricePerSqFt		Plumbing	OtherRm1Width
Attics		PropertyCondition	OtherRm2Length
BasementType		Roof	OtherRm2Level
BlockOrSquare		Storage	OtherRm2Name
BuildingOrBusiness		Styles	OtherRm2Width
Buildings		Type	OtherRm3Length
LisMediaList	<b>C</b>	WallsCeilings	OtherRm3Level
InteriorSquareFeetSource		Bathrooms	OtherRm3Name
RoomList		BathsFull	OtherRm3Width
LandOnly		BathsHalf	OtherRm4Length
LimitedService	<b>C</b>	Beds	OtherRm4Level
ListDate	<b>R</b>	Entrance	OtherRm4Name
ListPrice		Floor	OtherRm4Width
ListingID		LowerFloor1Baths	TotalRooms
ListingKey	<b>C</b>	LowerFloor1HalfBaths	StudioEfficiencyUnits
LocaleListingStatus		MainEntrance	ThreeBedroomUnits
MaxLease		MainFloorBaths	TwoBedroomUnits
MinLease		MainFloorHalfBaths	TotalUnits
ModificationTimestamp	<b>R</b>	UpperFloor1Baths	Unit1Baths
SourceModificationTimestamp	<b>C</b>	UpperFloor1HalfBaths	Unit1Bedrooms
Ownership		StoryList	Unit1InteriorSqFt
PoolType		GrossSQFT	Unit1LeaseEnd
PricePerSqFt		LandSqFt	Unit1MonthlyRent
PropertyType		LeasableSQFT	Unit1Occupied
Section8Approved		NetSQFT	Unit1PartialBaths
SourceCreationTimestamp	<b>C</b>	RFactorCeilings	Unit1Rooms
StructureList		RFactorWalls	Unit2Baths
UnitsInDevelopment		BedroomFourth1Length	Unit2Bedrooms
UploadToInternetAllowed	<b>R</b>	BedroomFourth1Level	Unit2InteriorSqFt
WaterFront		BedroomFourth1Width	Unit2LeaseEnd
WaterFrontage		BedroomMaster1Length	Unit2MonthlyRent
YearInBusiness		BedroomMaster1Level	Unit2Occupied
YearRenovated		BedroomMaster1Width	Unit2PartialBaths
Appliances		BedroomSecond1Length	Unit2Rooms
ApprovedSystem		BedroomSecond1Level	Unit3Baths
Basement		BedroomSecond1Width	Unit3Bedrooms
BuilderName		BedroomThird1Length	Unit3InteriorSqFt
BuildingFeatures		BedroomThird1Level	Unit3LeaseEnd
BuildingFloors		BedroomThird1Width	Unit3MonthlyRent
BuildingName		DiningRoom	Unit3Occupied
CentralAir		DiningRoomLength	Unit3PartialBaths
Design		DiningRoom1Level	Unit3Rooms
DiningKitchen		DiningRoomWidth	Unit4Baths
Exterior		FamilyRoom	Unit4Bedrooms
ExteriorAmenities		FamilyRoomLength	Unit4InteriorSqFt
ExteriorFeatures		FamilyRm1Level	Unit4LeaseEnd
Fencing		FamilyRoomWidth	Unit4MonthlyRent
Fireplace		Kitchen1Length	Unit4Occupied
FireplaceCount		Kitchen1Level	Unit4PartialBaths
FireplaceFeatures		Kitchen1Width	Unit4Rooms
Foundation		LivingRoomLength	Unit5Baths
Furnished		LivingRoomLevel	Unit5Bedrooms
Handicap		LivingRoomWidth	Unit5InteriorSqFt
InteriorFeatures		MainBedroom	Unit5LeaseEnd
Load		OtherRm1Length	Unit5MonthlyRent
ModelName		OtherRm1Level	Unit5Occupied

Unit5PartialBaths	HotWater	PropertyAge
Unit5Rooms	LaundryType	SoilTypes
Unit6Baths	SewerSeptic	Structures
Unit6Bedrooms	Utilities	Topography
Unit6InteriorSqFt	Water	ZoningCode
Unit6LeaseEnd	ApplicationFee	HasGarageFlag
Unit6MonthlyRent	ExtraFee	GarageSpaces
Unit6Occupied	HOAFee	GarageType
Unit6PartialBaths	PetDeposit	Parking
Unit6Rooms	SecurityDeposit	AltAgentFirstName
Unit7Baths	TenantPays	AltAgentGeneration
Unit7Bedrooms	AdditionalIncomeSources	AltAgentID
Unit7InteriorSqFt	AnnualElectricExpense	AltAgentLastName
Unit7LeaseEnd	AnnualGrossExpense	AltAgentMiddleInitial
Unit7MonthlyRent	AnnualGrossIncome	AltAgentNickname
Unit7Occupied	AnnualHeatingExpense	AltAgentPreferredFirstName
Unit7PartialBaths	AnnualInsuranceExpense	AltAgentPreferredLastName
Unit7Rooms	AnnualMaintananceExpense	ListAgentFirstName
Unit8Baths	AnnualOtherExpense	ListAgentGeneration
Unit8Bedrooms	AnnualWaterSewerExpense	ListAgentAgentID
Unit8InteriorSqFt	OneBedroomUnits	ListAgentLastName
Unit8LeaseEnd	RestrictionEasements	ListAgentMiddleInitial
Unit8MonthlyRent	Tenancy	ListAgentNickname
Unit8Occupied	CurrentFinancing	ListOfficeOfficeID
Unit8PartialBaths	PetRestrictions	ListOfficeFullOfficeName
Unit8Rooms	PropertyOption	LeaseType
Unit9Baths	RentIncludes	StreetSuffix
Unit9Bedrooms	SaleIncludes	AddressExportAllowed
Unit9InteriorSqFt	ExclusionRemarks	CityName
Unit9LeaseEnd	InclusionRemarks	County
Unit9MonthlyRent	Remarks	CrossStreet
Unit9Occupied	LandUse	FullStreetAddress
Unit9PartialBaths	LandUseCode	PostalCode
Unit9Rooms	LeaseInEffect	State
UnitFloors	LeasedUnits	StreetDirPrefix
CookingFuel	LotAreaAcre	StreetName
Cooling	LotDimDepth	StreetNumber
ElectricService	LotDimWidth	UnitNumber
FuelOnSite	LotDimensions	Zip4
Heating	PorchDeck	ApplicationAt
AssociationFeePaymentFreq	ListingArea	
CommunityFeeIncludes	Location	
CondoAssociation	LocationTypes	
ElementarySchool	LotDescription	
ElementarySchool2	LotImprovement	
HOA	LotNumber	
HighSchool	SchoolDistrict	
HousingForOlderPersons	TrafficCount	
MiddleSchool	TaxYear	
PetsAllowed	TotalAssessment	
Pool	TotalTaxes	
PropertySubdivision	SepticExpiryDate	
Roads	WellDepth	
SmokingProhibited		
Subdivision		
Farm		
FarmHouse		
FarmUses		
Directions		

R

**Agent and Office Resource**

AgentSourceCreationTimestamp	C	AgentSubSystemLocale	C
AgentSourceModificationTimestamp	C	OfficeSourceCreationTimestamp	C
AgentFirstName		OfficeSourceModificationTimestamp	C
AgentNameSuffix		OfficeID	C
AgentID	C	OfficeTradingAs	
AgentKey	C	OfficeOfficePhone	
AgentLastName		OfficeCityName	
AgentMiddleInitial		OfficeState	
AgentNickName		OfficeKey	R
AgentPreferredFirstName		OfficeSystemLocale	R
AgentPreferredLastName		OfficeSubSystemLocale	
AgentSystemLocale	C		

**Open House Resource**

OpenHouseAccessType	C	OpenHouseSourceModificationTimestamp	C
County		OpenHouseKey	C
OpenHouseDate		PropertyType	
Directions		OpenHouseRemarks	
OpenHouseBegins		OpenHouseServingFood	
OpenHouseClose		OpenHouseExternalSystemID	C
OpenHouseDisplayTime		ListPrice	
OpenHouseType	C	ListingID	
OpenHouseSourceCreationTimestamp	C	BathsFull	
ListingKey	C	BathsHalf	
LocaleListingStatus		Beds	
Ownership		ListDate	R
Basement		LotAreaAcre	
BasementType		HasGarageFlag	
BuilderName		ListingArea	
ModelName		WaterFront	
Styles			
Type			

**5. Notes:**

- A. TREND reserves the right at any time to remove any data field from IDX CONTENT delivered to IDX PARTICIPANT and/or VENDOR.
- B. TREND reserves the right to deem specific data fields as “confidential” or “restricted” at any time.

## APPENDIX B

### TREND IDX ACTIVE CONTENT DISPLAY REQUIREMENTS

#### I. Display of IDX CONTENT

IDX PARTICIPANTS who actively offer and accept cooperation and compensation may advertise their own aggregated MLS active listing content and that of all other IDX PARTICIPANTS through downloading and placing the IDX CONTENT on the IDX PARTICIPANT'S public access website or on a public access website marketed and branded as such.

Any search result identifying another IDX PARTICIPANT'S listing which only displays seven (7) data fields or fewer and which does not provide for the display of photos (when available) must include either the listing firm's name or the TREND-approved IDX icon. All other search results displaying another IDX PARTICIPANT'S listing must include the listing firm's name and may (but is not required to) display the TREND-approved IDX icon. The listing firm's name must be displayed legibly and in a manner that makes it clear to a reasonable consumer that the named firm is the listing broker of the property.

LICENSED SITES which display the TREND-approved icon in place of the listing broker name must include a legible disclosure regarding the icon's meaning on: the LICENSED SITE home page; or, every LICENSED SITE page used to search IDX CONTENT; or, every LICENSED SITE page that displays the icon. The following language will satisfy this disclosure requirement:

*"Real estate listings held by brokerage firms other than <name of firm or company operating website> are marked with the IDX icon and detailed information about each listing includes the name of the listing broker."*

IDX PARTICIPANTS may display information about public open houses on the LICENSED SITE.

All images obtained from TREND under an IDX Agreement or other content licensing agreement and displayed on an IDX LICENSED SITE must retain and display the embedded TREND logo.

#### II. Display Restrictions

**Address Display.** IDX PARTICIPANTS may choose to permit searches, displays, and mapping by street address of their listings by specifically granting permission in the **addressexportallowed** field. Otherwise, search, display, and mapping by street address is prohibited and those fields are considered confidential information.

**Non-MLS Content.** LICENSED SITES displaying IDX CONTENT (including photos) obtained from TREND are permitted to display non-MLS listing content, provided such content appears on a separate page or window.

**No Manipulation.** The listing content of other brokers obtained from TREND under an IDX Agreement shall not be modified, manipulated or enhanced with data from other sources when displayed on the LICENSED SITE or on print outs generated by or electronically forwarded from the LICENSED SITE.

**Permitted Enhancements.** However, content of properties listed by the IDX PARTICIPANT operating the LICENSED SITE may be enhanced with material obtained from the IDX PARTICIPANT and/or real estate licensees affiliated with the IDX PARTICIPANT or material obtained elsewhere as directed by the IDX PARTICIPANT. Permissible Enhancements are:

- Virtual Tour Links
- Additional photographs of the listed property
- Additional Remarks
- Addition of information (including dates, times, locations, and directions) and links relating to open houses for a listed property.

- Other enhancements with the written approval of TREND.

IDX PARTICIPANTS' company and/or licensee information, logos, and photos must not be displayed in a manner which would lead a reasonable consumer to believe the properties displayed are listed by the identified company or licensee if such is not the case.

**Restricted Data Fields.** IDX PARTICIPANTS **ARE RESTRICTED** from allowing searches or displaying the following content, whether provided by TREND or from another source:

- **Listing Date:** is the original date reported to TREND of the Agreement between the listing broker and the seller. This data field may not be displayed on an IDX LICENSED SITE, nor may the **Listing Date** be referenced as criteria for searches. However the **Listing Date** may be used to group or identify "recently listed" properties such as properties newly listed within the past day, three days, week, two weeks or month.
- **Date Modified:** is the date each listing record was last modified. This data field may not be displayed on an IDX LICENSED SITE, nor may it be referenced as a criterion for searches. However the **Date Modified** may be used to group or identify "recently updated" properties such as properties listed within the past day, three days, week, two weeks or month.
- **Area Code:** is TREND's internal, number assigned to geographic divisions (such as townships, municipalities and in Philadelphia county and Delaware, agreed upon non-governmental divisions) within the various counties. Content in this data field may be searched and displayed on an IDX LICENSED SITE but must be searched and/or displayed always including the description (i.e. "Haverford Twp", "Narberth Boro") and not the number alone (i.e. "10422" or "10612") as stored in the data field.

### III. Restrictions on Website URL's and Website Names

LICENSED SITES displaying content obtained through the IDX Agreement may not use the term "MLS" or the words "Multiple" (or "Multi") "Listing" (or "List") "Service" (or "System") together or in any combination anywhere in the LICENSED SITE address (URL) or LICENSED SITE name in such a manner that a reasonable consumer would believe the LICENSED SITE is a Multiple Listing Service or provides access for consumers to search or view the Multiple Listing Service.

### IV. Restrictions on Assertions of What Can or Is Being Searched, Viewed, or Mapped on Website

LICENSED SITES displaying content obtained through the IDX Agreement may not contain any assertion, reference, indication or suggestion that:

- "the MLS", "the Multiple Listing Service", "the Multiple Listing System", "TREND", "TREND MLS", "the TREND Multiple Listing Service" or "the TREND Multiple Listing System" can or is being searched or viewed on the LICENSED SITE.
- all listings of other brokers or all listings of TREND member brokers can be searched or viewed on the LICENSED SITE.
- listings of all other brokers or listings of all TREND member brokers can be searched or viewed on the LICENSED SITE.

### V. Brokerage Identification/Branding

**Branding.** The homepage and any LICENSED SITE area used to search for, display, print, or electronically forward listings obtained through a TREND IDX Agreement must display the firm's branding at all times.

Note: Above and beyond the above TREND requirement, the real estate licensing laws of Pennsylvania, New Jersey, Delaware and other states require websites to display additional brokerage and licensing information, such as office location, main telephone number and real estate license number. Specific requirements are available from the regulatory authorities of applicable states

Identification (or branding) of the IDX PARTICIPANT'S firm name must appear in such a manner that it is clear to a reasonable consumer that the LICENSED SITE is that of the IDX PARTICIPANT'S firm (or that of a licensee affiliated with the firm) and not a LICENSED SITE co-operated by the IDX PARTICIPANT with any other person or entity other than an affiliated licensee.

**Permitted Co-Branding.** The name or names of licensees affiliated with the brokerage firm or company may appear co-branded with the name of the brokerage firm. If the name(s) of any affiliated licensee(s) is/are co-branded with the name of the brokerage firm, the name of the brokerage must be at least as large and at least as prominent as the name(s) of any affiliated licensee(s) unless precluded by law.

When co-branding a LICENSED SITE within the framework of a “team” concept the names of the “team” licensees affiliated with the firm must be displayed. A link that opens a separate page or window containing this information will be deemed to satisfy this requirement.

**Prohibited Co-Branding.** Co-branding of any person or entity other than a licensee affiliated with the brokerage firm or company is not allowed on any of the above referenced LICENSED SITE pages.

## VI. Advertising

IDX PARTICIPANTS may advertise products or services of persons or entities other than those offered by the IDX PARTICIPANT’S firm on any LICENSED SITE page containing IDX CONTENT. However, such products and service offerings must be displayed in a manner that is clear to a reasonable consumer that they are advertisements and not co-branding of any person or entity other than a licensee affiliated with the IDX PARTICIPANT’S firm or another IDX PARTICIPANT.

## VII. Required Disclosures and Notifications

The following notifications and disclaimers must be present and legible on:

- every LICENSED SITE page which displays IDX CONTENT obtained under an IDX Agreement or any other licensing Agreement with TREND;
- every print out generated from the LICENSED SITE which contains TREND IDX CONTENT as described; and,
- every page or screen of information which contains TREND IDX CONTENT which is forwarded electronically by the LICENSED SITE to any person or entity.
  - **Copyright Notification:** “© <current year> TREND, All Rights Reserved” or “Copyright <current year> TREND, All Rights Reserved”

Note: This copyright notification must not be displayed in a manner such that a reasonable consumer would believe or be lead to understand that TREND is a real estate broker or that TREND is being attributed as the listing broker of any displayed properties.

- **Accuracy Disclaimer:** A disclosure must appear indicating that the property information displayed by the LICENSED SITE is deemed reliable but is not guaranteed. The following wording will satisfy this requirement:

“Information Deemed Reliable But Not Guaranteed”

The following notifications and disclaimers must be present and legible on:

- the LICENSED SITE home page, or
- every LICENSED SITE page used to search for IDX CONTENT obtained under an IDX Agreement or any other licensing agreement with TREND; or
- if any notification or disclosure listed below does not appear on pages of the LICENSED SITE as described in items 1 or 2 then it must appear on all LICENSED SITE pages which display IDX CONTENT obtained under an IDX Agreement or any other licensing agreement with TREND.
  - **Disclosure of Nature of IDX and Source Content:** A disclosure must appear explaining the nature of IDX and that TREND is the source (or a source) of the IDX CONTENT on the LICENSED SITE. The following disclosure will satisfy this requirement:

*“The data relating to real estate for sale on this website appears in part through the TREND Internet Data Exchange program, a voluntary cooperative exchange of property listing data between licensed real estate brokerage firms in which <name of*



*firm or company> participates, and is provided by TREND through a licensing agreement.”*

- **Use of Data, Private Non-Commercial Use Notification:** A notification must appear that the property information being provided by the LICENSED SITE is for the personal, non-commercial use of consumers and such information may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. The following language will satisfy this requirement:

*“The information provided by this website is for the personal, non-commercial use of consumers and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.”*
- **Notification of Most Recent Update Date of IDX CONTENT:** A notification must appear stating the most recent date that IDX data provided by TREND appearing on the LICENSED SITE was updated or refreshed. The following language will satisfy this requirement:

*“Data last updated: mm/dd/yyyy.”*
- **Notification of Currency of IDX CONTENT:** A notification must appear stating that some properties which appear for sale on the LICENSED SITE may no longer be available. The status of listings in the TREND MLS database change continuously. However, TREND rules allow brokers up to three (3) business days to report any change to the status of a listing. Therefore, even the most current IDX data utilized by a LICENSED SITE may include information about properties that when included in the compilation was not *Active* because they had not yet been so reported to TREND; or subsequent to their inclusion in the compilation ceased being *Active*. The following language will satisfy this requirement:

*“Some properties which appear for sale on this website may no longer be available because they are under contract, have sold or are no longer being offered for sale.”*
- **Claims of Completeness of Property Data Available on Website:** If a representation as to the completeness of property data available to be searched on the LICENSED SITE is made the following disclaimer must appear legibly on the page where such a claim is made.

*“Some real estate firms do not participate in IDX and their listings do not appear on this website. Some properties listed with participating firms do not appear on this website at the request of the seller.”*

#### **VIII. Other TREND Rules Apply**

In addition to the existing IDX guidelines, all other TREND Rules & Regulations governing the display, reproduction, and distribution of data and content apply to the display of active listing content by IDX PARTICIPANTS.