

DATA ACCESS AGREEMENT

This DATA ACCESS AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____ (the “**Effective Date**”) by and between an individual principal real estate broker (the “**Data Recipient**”), and North Alabama Multiple Listing Service, Inc., an Alabama corporation (the “**NALMLS**”) (collectively, NALMLS and Data Recipient are sometimes hereinafter referred to as the “**Parties**” and individually are referred to as a “**Party**”).

1. Definitions. The following terms shall have the following meanings in this Agreement:

(a) “**Data Recipient Affiliates**” mean sales licensees, non-principal brokers, appraisers, NALMLS-authorized sub licensees, and any other agents or employees of Data Recipient who may have access to the multiple listing service data subject to the MLS Rules and Regulations and any applicable agreements with NALMLS.

(a) “**Broker**” means a principal real estate broker or broker in charge.

(b) “**Brokerage Firm**” means a real estate brokerage firm affiliated with a Broker.

(c) “**Data**” means, collectively, either the IDX Data, the RETS Data, or both.

(d) “**IDX Database or IDX Data**” means the current aggregate compilation of all active exclusive right to sell listings of all IDX Subscribers except those listings where the property seller has opted out of the Internet publication by so indicating on the listing contract.

(e) “**IDX Subscriber or IDX**” means a Subscriber who gives permission to other Subscribers to display its active listings on their websites in return for their permission to advertise their listings on its websites.

(f) “**Listing**” means a real estate listing of a Data Recipient in NALMLS’s multiple listing service.

(g) “**Listing Agreement**” means an enforceable, written, and fully executed agreement between Data Recipient and a Seller whereby, among other things, Data Recipient agrees to provide real estate sales services to Seller, and Seller agrees to pay compensation for services provided.

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

(i) “**MLS Rules and Regulations**” means the rules and regulations, as amended, of the NALMLS.

(j) “**RETS Data**” means an abstraction layer for data transfer between NALMLS and other end points, such as another multiple listing service, broker/vendor websites or transaction management service, in order to allow the seamless integration of a data feed without the need for custom toolkits or solutions.

(k) “**Sales Licensee**” means a real estate sales licensee, agent, or non-principal broker who is engaged by Data Recipient as a sales licensee of Data Recipient, either as an employee or independent contractor of Data Recipient.

(l) “**Seller**” means the seller(s) or lessor(s) of a property which is the subject of a Listing.

(m) “**Subscriber**” Any real estate broker, appraiser, or real estate related business professional that purchases data access from NALMLS.

2. Grant of Rights in Data. Subject to the terms and conditions of this Agreement and the MLS Rules and Regulations, NALMLS hereby grants to Data Recipient a license to access the Data for the sole purpose of utilizing the fields listed on the attached Schedule A or Schedule B. If the Data includes the Data from Schedule A, Data Recipient shall only use the Data for purposes of Data Recipient’s or Data Recipient Affiliate’s private, non-published, back-office products as indicated on Schedule A. If the Data includes the Data from Schedule B, Data Recipient shall only use the Data for the purpose of displaying the Data on Data

Recipient's or Data Recipient Affiliate's website as indicated on Schedule B. Access to the Data shall be through a means determined by NALMLS. Data Recipient may permit Data Recipient Affiliates to access the Data on Data Recipient's behalf and pursuant to the terms of the Agreement; provided that, (a) Data Recipient accepts full responsibility, and shall be liable to NALMLS for use of the Data by such Affiliate; and (b) promptly terminates access to the Data by such Affiliate upon such Affiliate's termination. Data Recipient agrees to take all reasonable steps to protect the Data from unauthorized access, copying, or use.

3. Intellectual Property Ownership; Enforcement.

(a) Data Recipient acknowledges and agrees that the Data, and all copies, modifications, enhancements, and derivative works of the Data, are the property of NALMLS, and all right, title, and interest in and to the Data, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with NALMLS. Data Recipient hereby irrevocably assigns to NALMLS any and all rights which it may have or acquire in and to the Data.

(b) Data Recipient agrees not to challenge NALMLS's rights in and to the RETS Data or to take any action inconsistent with the license granted to the Data under this Agreement.

4. Fees. In consideration for the rights provided and licenses granted under this Agreement, Data Recipient agrees to pay to NALMLS the fees (the "**Fees**") in the amount, and in accordance with the terms, established by NALMLS, which amount and terms may be changed by NALMLS at any time effective upon thirty (30) days prior written notice to Data Recipient.

5. Responsibility for Data Recipient Affiliates. Data Recipient shall be responsible and liable to NALMLS for the acts and omissions of its Data Recipient Affiliates, and shall be responsible for each Affiliate's compliance with the MLS Rules and Regulations and the terms and conditions contained herein. Any failure to comply with the MLS Rules and Regulations by an Affiliate shall be deemed a failure to comply by Data Recipient, and Data Recipient shall be responsible and liable to NALMLS for any damages incurred by NALMLS arising from or as a result of an Affiliate's noncompliance with the MLS Rules and Regulations.

6. No Assignment by Data Recipient. Data Recipient agrees that this Agreement is personal to Data Recipient, and Data Recipient may not assign or transfer this Agreement, including any license granted under this Agreement, or transfer any rights or delegate any duties under this Agreement, to any third party. Any attempt to assign, transfer, or delegate any of Data Recipient's rights, duties, or obligations under this Agreement shall be null and void.

7. Interruptions in Service. Data Recipient acknowledges that access to the Data may from time-to-time be unavailable to Data Recipient, whether because of technical failures or interruptions, intentional downtime for service or changes to NALMLS's website, or otherwise. Data Recipient agrees that any modification of NALMLS's website, and any interruption or unavailability of access to the Data shall not constitute a default of any obligations of NALMLS under this Agreement, and NALMLS shall have no liability of any nature to Data Recipient for any such modifications, interruptions, unavailability, or failure of access.

8. Copies and Derivative Works. Except as otherwise expressly provided in this Agreement, a separate license agreement, or the MLS Rules and Regulations, Data Recipient may not do any of the following, either directly or indirectly, including assist any other person to do, or otherwise contribute in any way to any of the following:

- (a) Make any copies of the Data, or any portion of the Data;
- (b) Download, distribute, export, or transmit the Data, or any portion of the Data to any computer or other electronic device, or otherwise transmit electronically, or otherwise, the Data, or any portion of the Data; or
- (c) Publicly display the Data, or any portion of the Data, unless in connection with the RETS Applications.

9. Confidential Information. Any information provided by NALMLS to any Data Recipient, including without limitation, any password to the Data, any printouts of the Data as provided under this Agreement, including personal information of a Seller (collectively “**Confidential Information**”) shall be maintained by Data Recipient as confidential and available exclusively for use by Data Recipient as provided in this Agreement. Data Recipient shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. Data Recipient shall not disclose any Confidential Information pursuant to a court order or as required by law until Data Recipient has given NALMLS ten (10) days prior written notice and an opportunity to oppose such disclosure.

10. Compliance with Governing Rules and Agreements. By entering into this Agreement, Data Recipient represents and warrants to NALMLS that Data Recipient, or its Broker if Data Recipient is a Brokerage Firm, has read and understands, and Data Recipient shall be bound by and at all times fully comply with and perform all of Data Recipient’s obligations under this Agreement, the MLS Rules and Regulations, and the Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS®. A copy of the then-current version of the MLS Rules and Regulations is available upon request. In addition to all other rights and remedies available to NALMLS under this Agreement and the MLS Rules and Regulations, Data Recipient acknowledges that NALMLS may levy fines against Data Recipient for noncompliance with the MLS Rules and Regulations as provided in the MLS Rules and Regulations.

11. No Warranty. DATA RECIPIENT ASSUMES FULL RESPONSIBILITY AND RISK FOR USE OF THE DATA AND IS SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL INFORMATION PROVIDED THROUGH THE RETS DATA. THE RETS DATA IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. NALMLS DOES NOT WARRANT THAT THE RETS DATA WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NALMLS MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY INFORMATION PROVIDED THROUGH THE RETS DATA.

12. Limitation of Liability. NALMLS’S ENTIRE AND CUMULATIVE LIABILITY TO DATA RECIPIENT, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE DATA SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY DATA RECIPIENT TO NALMLS DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM ARISES. WITHOUT WAIVER OF THE FOREGOING LIMITATION, IN NO EVENT SHALL NALMLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF NALMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NALMLS SHALL HAVE NO LIABILITY OF ANY NATURE TO SALES LICENSEES.

13. Injunction. NALMLS and Data Recipient agree that a breach or violation of Sections 3 and 9, of this Agreement will result in immediate and irreparable injury and harm to NALMLS. In such event, NALMLS shall have, in addition to any and all remedies of law and other consequences under this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that, this shall in no way limit any other remedies which NALMLS may have, including, without limitation, the right to seek monetary damages.

14. Term and Termination.
(a) The initial term of this Agreement shall commence on the Effective Date and renewed yearly, unless earlier terminated as provided in this Agreement, shall continue for a period of two (1) year
(b) Either party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other party.
(c) NALMLS may terminate this Agreement, upon the occurrence of any of the following events: (1) Data Recipient fails to pay any Fees when due; (2) Data Recipient discloses any Confidential

Information, including, without limitation, any password of Data Recipient or a Sales Licensee, except as expressly provided in this Agreement; (3) Data Recipient otherwise fails to comply in all respects with the MLS Rules and Regulations or the Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS®; or (4) Data Recipient defaults under any other material term or condition of this Agreement. Except as otherwise provided in this Agreement, termination shall be effective at any time after NALMLS has given ten (10) business days notice to Data Recipient of any such event, and such event has not been cured within such ten (10) day period. Notwithstanding the foregoing sentence, if, in the reasonable discretion of NALMLS, the occurrence of any such event could result in irreparable harm to NALMLS, termination shall be effective immediately, without prior written notice to Data Recipient, provided that notice shall be delivered to Data Recipient within ten (10) business days following such termination.

(d) In addition to all other rights and remedies available to NALMLS under this Agreement, if Data Recipient fails to pay any Fees when due, or otherwise defaults under this Agreement, NALMLS may, in its sole discretion, immediately suspend the license granted to Data Recipient to access the Data until all outstanding Fees have been paid in full or the default has been cured.

(e) Notwithstanding anything to the contrary in this Agreement, if Data Recipient violates or is alleged to have violated the MLS Rules and Regulations, Data Recipient shall not be terminated until any hearing or appeal rights of Data Recipient have expired as provided in the MLS Rules and Regulations.

(f) Upon termination of this Agreement, Data Recipient agrees to immediately destroy any printouts of the Data, and any copies of the Data in Data Recipient's possession or under Data Recipient's control, including in possession of any Data Recipient Affiliates. No pre-paid Fees will be refunded to Data Recipient for any termination of this Agreement.

(g) Upon termination of this Agreement, all licenses granted and all services provided to Data Recipient under this Agreement shall terminate. In addition, any and all rights granted to Data Recipient Affiliates to access or use the Data pursuant to the MLS Rules and Regulations or separate agreement with NALMLS shall automatically terminate.

15. Proprietary and Other Notices. Data Recipient agrees that it will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the Data or any printouts of the Data allowed under this Agreement.

16. General.

(a) Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, by a reputable overnight courier service, or by e-mail, if the sender receives and maintains a copy of a certified mail receipt and a copy is mailed within one (1) business day after notice is delivered by e-mail, to the appropriate party's principle place of business.

(b) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Data Recipient acknowledges that by providing Listings to NALMLS and using the services provided under this Agreement, Data Recipient has transacted business in the State of Alabama. By transacting business in the State of Alabama by agreement, Data Recipient voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Madison County, State of Alabama, as to all matters relating to or arising from this Agreement.

(c) Arbitration. All disputes arising under this Agreement shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall be by a single arbitrator experienced in the matters at issue and selected by the Parties and, if the Parties are unable to reach an agreement as to the selection of an arbitrator, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held in Huntsville, Alabama, or any place agreed to by the Parties and the arbitrator. The decision of the arbitrator shall be final and binding; provided, however, if necessary, such decision and satisfaction procedure may be enforced by in any court of record having jurisdiction over the subject matter or over any of the Parties to this Agreement. All costs and expenses incurred in connection with any such arbitration proceeding (including reasonable attorneys' fees) shall be borne by the Party against which the decision is rendered, or, if no decision is rendered, such costs and expenses shall be borne equally by the Parties. If the arbitrator's decision is a compromise, the

determination of which Party bears the costs and expenses incurred in connection with any such arbitration proceeding shall be made by the arbitrator on the basis of the arbitrator's assessment of the relative merits of the Parties' positions.

(d) Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.

(e) No Waiver. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement. The subsequent acceptance of any payment due under this Agreement by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in this Agreement.

(f) Entire Agreement; Modifications Only in Writing. This Agreement, together with the MLS Rules and Regulations and any applicable license agreement, (i) constitutes the entire agreement between NALMLS and Data Recipient concerning the NALMLS Database, and all other subject matter of this Agreement, (ii) supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties, and (iii) may not be amended except in writing signed by NALMLS and Data Recipient.

(g) No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of NALMLS and Data Recipient and is not intended to benefit any third party, including any Seller or Sales Licensee. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

(h) Survival. The provisions of Sections 3 and 9 of this Agreement shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

Firm/Company Information and Signature (For Broker or Designated Realtor)

Broker MLS ID: _____ Office MLS ID: _____

Firm/Company Name: _____

Broker /Designated Realtor Name: _____

Broker/Designated Realtor Signature: _____

E-mail address: _____
(You *must* supply an e-mail address here. This address will be NALMLS's principal means of communicating with you for notices under this Agreement.)

If broker is signing on behalf of agent, List agents name below.

Agent(s) Name _____ Agent Signature _____

*Required
*If using IDX fields for Website, enter website address: _____

Firm Street Address: _____

Firm City, ST, ZIP: _____

Firm Phone: _____ Fax: _____

***IDENTIFY THE THIRD PARTY VENDOR WISHING TO RECEIVE DATAFEED**

How will the DATA FEED be used for your office. Please make a selection:

____ SCHEDULE (A) Fields which have been approved for private, non-published, back-office products. (Please refer to Schedule B for list of Fields approved for Public Websites)

____ SCHEDULE (B) IDX FIELDS APPROVED FOR PUBLIC WEBSITES (Please refer to Schedule A for list of Fields approved for private, non-published, back office products)

____ SCHEDULE (C) Approved fields for YOUR office listings

By Signing below, you hereby acknowledge that you have read and will follow the **Rules and Regulations** beginning on page 16 of this document.

Broker/DR Signature

Date

Third Party Data Recipient(s) Information and Signature

(Third Party Vendor wishing to receive RETS data feed)

NOTE TO VENDOR: Reproduce this page for each individual/company to whom you intend to provide access to the (via RETS) Data Feed Fields under this Agreement.
or

****Frame - able Links:** *If your client is using frame able links, they will need to go to www.solidearth.com and go to the "Gateway" site to subscribe** and you will not need to complete this agreement.*

Company Name: _____
Representative (individual) Name: _____

E-mail address: _____
You **must** supply an e-mail address here. This address will be NALMLS's principal means of communicating with you for notices under this Agreement.)

Street Address: _____

City, ST, ZIP: _____

Phone: _____ Fax: _____

Signature: _____

Print Name: _____

Title: _____

***IDENTIFY THE COMPANY/FIRM NAME FOR THIS REQUEST:**

(Company Name, Broker)

NOTE TO VENDOR: Be sure to enter into this DATA ACCESS AGREEMENT with NALMLS and every real estate broker to which you provide services. If you sign only one, and that Firm's access to the Data is terminated, you will not be able to get the data for your other clients.

NOTE: All data feeds are available via RETS only.

If your client is using frame able links, they will need to go to www.solidearth.com and go to the "Gateway" site to subscribe.

Please select one of the following choice of available approved fields.

____ SCHEDULE (A) **Fields which have been approved for private, non-published, back-office products.**

(Please refer to Schedule B for list of Fields approved for Public Websites)

____ SCHEDULE (B) **IDX FIELDS APPROVED FOR PUBLIC WEBSITES** *(Please refer to Schedule A for list of Fields approved for private, non-published, back office products)*

____ SCHEDULE (C) **Approved fields for YOUR office listings only**

By Signing below, you hereby acknowledge that you have read and will follow the **Rules and Regulations** beginning on page 16 of this document.

Data Recipient Authorized Signature

Date

SCHEDULE A

The below fields have been approved for private, non-published, back-office products (*Please refer to Schedule B for list of Fields approved for Public Websites*)

Third Party Vendor Fields	(fields con't)	Motion from July 2007
¾ bathrooms	Listing Last Modified Date-Time	MOTION: To require an agreement that will be renewed yearly between the vendor, broker and agent and to allow 2 years of Sold data and all inactive status' be given. (<i>Amended to 4 years of Sold data July 2008</i>)
Age	Listing Office ID	
Agent Remarks	Listing Office Name	
City	Listing Office Phone	
Construction	Listing Status (system required field)	
County	Listing Agent email	
Bedrooms	Longitude	
Directions	Lot Size	
DOM (Days on Market)	Middle School Name	
Elementary School Name	MLS Area	
Style	MLS number (system required field)	
Sub Structure	Number of units (for multi-family only)	
Sewer/Water	Outdoor feature	
Heat	Photos (main and additional)	
Air Condition	Property Remarks Public	
Fireplace	Property Type	
Appliances	Room Dimensions & Room names	
HOA Included	Showing Instructions	
Outdoor	Sold Data	
Fence	Sold Price	
Garage (Cap and/or Type)	Square feet living	
Half Bathrooms	State	
High School Name	Status Data	
House no.	Street Direction Suffix	
House Style	Street Name	
Latitude	Subdivision	
List Date	Suite No/Unit No	
List Price	Total bathrooms	
Listing Agent contact phone	Views-outdoor feature	
Listing Agent First Name	Virtual Tour URL	
Listing Agent ID	Waterford desc – Outdoor Feature	
Listing Agent Last Name	Zip/Postal Code	

SCHEDULE B

IDX APPROVED FIELDS FOR USE FOR PUBLIC WEBSITES

Official Data Format, Residential (Key: Field Name (Field Label) – Data Type (Field Length)):

MLS_ACCT (MLS Number) - NUMBER(19)
CURRENT_PRICE (Current Price) - NUMBER(19)
AREA (Area) - TEXT(2)
CITY (City) - TEXT(20)
STATE (State) - TEXT(2)
ZIP (Zip) - TEXT(10)
SUBDIVISION (Subdivision) - TEXT(40)
LOT_DIMENSIONS (Lot Dimensions) - TEXT(30)
ACREAGE (Acreage) - NUMBER(19)
LO_CODE (Listing Office) - TEXT(8)
LO_NAME (Office Name) - TEXT(30)
LO_PHONE (Office Phone) - TEXT(14)
ELEM_SCHOOL (Elem School) - TEXT(8)
MIDDLE_SCHOOL (Middle School) - TEXT(8)
HIGH_SCHOOL (High School) - TEXT(8)
OTHER_SCHOOL (Other Schools) - TEXT(8)
BEDROOMS (# Bedrooms) - NUMBER(19)
BATHS (# of Tot Baths) - NUMBER(19)
BATHS_FULL (# Full Baths) - NUMBER(19)
BATHS_HALF (# of 1/2 Baths) - NUMBER(19)
BATHS_THREE_Q (# of 3/4 Baths) - NUMBER(19)
UDF_ROOMS (Rooms) - TEXT(N/A)
LO_IDX_YN (IDX Y/N) - TEXT(1)
STATUS (Status) - TEXT(1)
MEDIA_REMARKS (Public Remarks) - TEXT(500)
UDF_PHOTO0 (Photo Main) - TEXT(N/A)
LA_FIRST_NAME (Agent First Name) - TEXT(10)
LA_LAST_NAME (Agent Last Name) - TEXT(17)
LA_CODE (Listing Agent) - TEXT(12)
LA_MEMBER_EMAIL (Agent Email) - TEXT(64)
LA_PHONE_DIRECT_OFFICE (Agent Direct Phone) - TEXT(22)
LA_HOME_PHONE (Agent Home Phone) - TEXT(14)
LA_PRIMARY_PHONE (Agent Primary Ph) - TEXT(30)
FTR_STYLE (Style) - TEXT(19)
FTR_CONSTRC (Construction) - TEXT(19)
FTR_SUBSTRUC (Sub Structure) - TEXT(19)
FTR_HEAT (Heat) - TEXT(19)
FTR_AIRCOND (Air Condition) - TEXT(19)
FTR_FIREPLC (Fireplace) - TEXT(19)
FTR_GARAGE (Garage/Carport) - TEXT(19)
FTR_APPLIANCE (Appliances) - TEXT(19)
FTR_FENCE (Fence) - TEXT(19)
FTR_OUTDOOR (Outdoor) - TEXT(19)
FTR_LANDDESC (Land Description) - TEXT(19)

Official Data Format, Multi-Family (Key: Field Name (Field Label) – Data Type (Field Length)):

MLS_ACCT (MLS Number) - NUMBER(19)
CURRENT_PRICE (Current Price) - NUMBER(19)

PROP_TYPE (Property Type) - TEXT(2)
 AREA (Area) - TEXT(2)
 CITY (City) - TEXT(20)
 STATE (State) - TEXT(2)
 ZIP (Zip) - TEXT(10)
 SUBDIVISION (Subdivision) - TEXT(40)
 ACREAGE (Acreage) - NUMBER(19)
 LO_CODE (Listing Office) - TEXT(8)
 LO_NAME (Office Name) - TEXT(30)
 LO_PHONE (Office Phone) - TEXT(14)
 ELEM_SCHOOL (Elem School) - TEXT(8)
 MIDDLE_SCHOOL (Middle School) - TEXT(8)
 HIGH_SCHOOL (High School) - TEXT(8)
 OTHER_SCHOOL (Other Schools) - TEXT(8)
 PARKING_SPACES (# Parking Spaces) - NUMBER(19)
 CATEGORY (Category) - TEXT(1)
 LO_IDX_YN (IDX Y/N) - TEXT(1)
 STATUS (Status) - TEXT(1)
 MEDIA_REMARKS (Public Remarks) - TEXT(500)
 UDF_PHOTO0 (Photo Main) - TEXT(N/A)
 LA_FIRST_NAME (Agent First Name) - TEXT(10)
 LA_LAST_NAME (Agent Last Name) - TEXT(17)
 LA_CODE (Listing Agent) - TEXT(12)
 LA_MEMBER_EMAIL (Agent Email) - TEXT(64)
 LA_PHONE_DIRECT_OFFICE (Agent Direct Phone) - TEXT(22)
 LA_HOME_PHONE (Agent Home Phone) - TEXT(14)
 LA_PRIMARY_PHONE (Agent Primary Ph) - TEXT(30)
 FTR_HEATING (Heating) - TEXT(19)
 FTR_COOLING (Cooling) - TEXT(19)
 FTR_WATER (Water) - TEXT(19)
 FTR_CONSTRC (Construction) - TEXT(19)
 FTR_APPLIANCE (Appliances) - TEXT(19)
 FTR_OUTSIDE (Outside) - TEXT(19)
 FTR_MISC (Miscellaneous) - TEXT(19)
 FTR_ZONING (Zoning) - TEXT(19)
 FTR_LEVELS (Levels) - TEXT(19)

Official Data Format, Land (Key: Field Name (Field Label) – Data Type (Field Length):

MLS_ACCT (MLS Number) - NUMBER(19)
 CURRENT_PRICE (Current Price) - NUMBER(19)
 PROP_TYPE (Property Type) - TEXT(2)
 AREA (Area) - TEXT(2)
 CITY (City) - TEXT(20)
 STATE (State) - TEXT(2)
 ZIP (Zip) - TEXT(10)
 SUBDIVISION (Subdivision) - TEXT(40)
 LOT_DIMENSIONS (Lot Dimensions) - TEXT(30)
 ACREAGE (Acreage) - NUMBER(19)
 LO_CODE (Listing Office) - TEXT(8)
 LO_NAME (Office Name) - TEXT(30)
 LO_PHONE (Office Phone) - TEXT(14)
 ELEM_SCHOOL (Elem School) - TEXT(8)
 MIDDLE_SCHOOL (Middle School) - TEXT(8)
 HIGH_SCHOOL (High School) - TEXT(8)
 OTHER_SCHOOL (Other Schools) - TEXT(8)

LND_TOPOGRAPHY (Topography) - TEXT(20)
 LND_LAND_USE (Land Use) - TEXT(20)
 LND_SOIL_TYPE (Soil Type) - TEXT(20)
 LND_DISTANCE_TO (Land Distance To) - TEXT(30)
 FRONTAGE (Frontage) - NUMBER(10)
 LND_LOT_FACES (Lot Faces) - TEXT(2)
 LND_DEED_RESTRICT (Deed Restrictns?) - TEXT(1)
 LND_MIN_SQFT_RESTRICT (Min Sqft Restrict) - NUMBER(19)
 LND_OTHER_RESTRICT (Other Restrictions) - TEXT(1)
 LND_MOBILE_ALLOWED (Mobile Allowed?) - TEXT(1)
 LND_ANIMALS_ALLOWED (Frm Animl Allow) - TEXT(1)
 CATEGORY (Category) - TEXT(1)
 LO_IDX_YN (IDX Y/N) - TEXT(1)
 STATUS (Status) - TEXT(1)
 MEDIA_REMARKS (Public Remarks) - TEXT(500)
 UDF_PHOTO0 (Photo Main) - TEXT(N/A)
 LA_FIRST_NAME (Agent First Name) - TEXT(10)
 LA_LAST_NAME (Agent Last Name) - TEXT(17)
 LA_CODE (Listing Agent) - TEXT(12)
 LA_MEMBER_EMAIL (Agent Email) - TEXT(64)
 LA_HOME_PHONE (Agent Home Phone) - TEXT(14)
 LA_PHONE_DIRECT_OFFICE (Agent Direct Phone) - TEXT(22)
 LA_PRIMARY_PHONE (Agent Primary Ph) - TEXT(30)
 FTR_PLANJURS (Planning Juris.) - TEXT(19)
 FTR_WATER (Water) - TEXT(19)
 FTR_SEWER (Sewer) - TEXT(19)
 FTR_GAS (Gas) - TEXT(19)
 FTR_ELECTRIC (Electric) - TEXT(19)
 FTR_USEZONE (Use/Zone) - TEXT(19)
 FTR_LANDLOT (Land/Lot) - TEXT(19)

Official Data Format, Commercial (Key: Field Name (Field Label) – Data Type (Field Length)):

MLS_ACCT (MLS Number) - NUMBER(19)
 CURRENT_PRICE (Current Price) - NUMBER(19)
 PROP_TYPE (Property Type) - TEXT(2)
 AREA (Area) - TEXT(2)
 CITY (City) - TEXT(20)
 STATE (State) - TEXT(2)
 ZIP (Zip) - TEXT(10)
 SUBDIVISION (Subdivision) - TEXT(40)
 LO_CODE (Listing Office) - TEXT(8)
 LO_NAME (Office Name) - TEXT(30)
 LO_PHONE (Office Phone) - TEXT(14)
 PARKING_SPACES (# Parking Spaces) - NUMBER(19)
 GROSS_SQFT (Gross Sqft) - NUMBER(19)
 WATER_SEWER (Water Sewer) - TEXT(19)
 CATEGORY (Category) - TEXT(1)
 LO_IDX_YN (IDX Y/N) - TEXT(1)
 STATUS (Status) - TEXT(1)
 MEDIA_REMARKS (Public Remarks) - TEXT(500)
 UDF_PHOTO0 (Photo Main) - TEXT(N/A)
 LA_FIRST_NAME (Agent First Name) - TEXT(10)
 LA_LAST_NAME (Agent Last Name) - TEXT(17)
 LA_CODE (Listing Agent) - TEXT(12)

LA_MEMBER_EMAIL (Agent Email) - TEXT(64)
LA_PHONE_DIRECT_OFFICE (Agent Direct Phone) - TEXT(22)
LA_HOME_PHONE (Agent Home Phone) - TEXT(14)
LA_PRIMARY_PHONE (Agent Primary Ph) - TEXT(30)
FTR_ZONING (Zoning) - TEXT(19)
FTR_CONSTRC (Construction) - TEXT(19)
FTR_HEATING (Heating) - TEXT(19)
FTR_COOLING (Cooling) - TEXT(19)
FTR_ROOMS (Rooms Avail.) - TEXT(19)
FTR_INSIDE (Inside) - TEXT(19)
FTR_OUTSIDE (Outside) - TEXT(19)

SCHEDULE C

**LIST OF APPROVED FIELDS WHICH CAN BE USED FOR YOUR OFFICE LISTINGS
TO BE ADVERTISED ON OTHER REAL ESTATE WEBSITES**

<u>Residential Category</u>	<u>Land Category</u>
# Bedrooms	Current Price
# of Total Baths	Property Type
# Full Baths	Area
# of ¾ Baths	City
# of ½ Baths	State
# Rooms	Zip
1 Level Sqft	Subdivision
Acreage	Lot Number
Area	Block Number
Basement Sqft	Lot Size
Block	Acreage
Category	Listing Office
City	Listing Name
Current Price	Office Phone
Elem School	Other Restrictions
Garage Sqft	Elem School
HOA Fee	Middle School
HOA Terms	High School
High School	Pasture Acreage
Listing Office	Topography
Lot #	Land Use
MLS #	Soil Type
Lot Dimensions	\$/Acre
Middle School	Frontage
Office Name	Land Faces
Office Phone	Min SQFT Restriction
Property Type	Deed Restrictions?
Public Remarks	Mobile Home Allowed?
Public Site Y/N	Farm Animals Allowed?
2 nd Level Sqft	Public Remarks
Sqft Apx Heated	Planning Jurisdiction
State	Water
Status	Sewer
Subdivision	Gas
Unfinished Sqft	Electric
Zip	Use/Zone
Agent Direct Phone	Land/Lot
Agent Email	Access
Agent First Name	Docs Available
Agent Last Name	Agent Direct Phone
Agent Primary Phone	Agent Cell Phone
Listing Agent	Agent Email
Photos	Agent First Name
Photo Indicator	Agent Last Name
Photo Main	Agent Primary Phone
Air Condition	MLS Number
Appliances	
Apx Age	
Construction	
Docs Available	
Energy Features	
Farm Fence	

Schedule (c) Continued

Fence
Fireplace
Garage/Carport
HOA Includes
Heat
Land Description
Miscellaneous
Outdoor
Source Sqft
Style Substructure Water Sewer

Adding/Dropping IDX

This form permits you to opt in or out of the Internet Data Exchange (IDX) program. If you opt in, you are considered an IDX Subscriber (IDXs). Becoming an IDXs does not cost you anything, and it does not require you to do anything else. It is only if you wish to display IDX Data on your web site that you need to take any further steps. This form must be filled out completely and signed by the broker for your office. There are no exceptions. Once you have filled it out and signed it, fax or mail it to NALMLS at 535 Monroe Street, Huntsville, Al. 35801. Fax: 256-536-3499.

Firm Name: _____ Firm Office ID#: _____

Broker Name: _____ Broker Agent ID _____

E-mail address:

(If you are becoming an IDXs, you must supply an e-mail address here. This address will be NALMLS' primary means of communicating with you about IDX developments).

Firm Street Address: _____

Firm City, State, Zip: _____

Firm Phone: _____ Fax: _____

Should this form apply to any other offices of your firm. If so attach a separate page with a list of the offices to which this form should apply.

Check one of these two boxes: By so doing, you are agreeing to the understandings indicated next to it.

My firm is an IDX Subscriber. I understand that I am hereby giving every other IDX Subscriber in NALMLS permission to advertise my MLS listings on its own web site, subject to the Rules and Regulations of NALMLS. Other IDXs are not obliged to display my listings. I authorize NALMLS to distribute my active listing data to other IDX Subscribers pursuant to its Rules and policies.

My Firm is NOT an IDX Subscriber. I understand that this means that other IDX Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the IDX program of NALMLS. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

I am the broker for the MLS office whose ID number first appears above. I represent that I have authority to execute this form on behalf of my own office and all other offices listed above (if any).

Signature _____

Date: _____

Internet Data Exchange (IDX) Rules

Section 18 IDX Defined

IDX affords MLS participants the option of authorizing display of their listings on other participants' Internet websites.

Section 18.1 Authorization

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to per 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 or frame the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX site, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

Note: Please fill out the Adding/Dropping IDX form on page 15 of this document if you choose to opt-out of IDX display.

Section 18.2 Participation

Participation in IDX is available to all MLS participants engaged in real estate brokerage who consent to display of their listings by other participants. This requirement can be met by maintaining an office of Internet presence from which participants are available to represent real estate sellers or buyers (or both).

Section 18.2.1

Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 18.2.2.

MLS participants may not use IDX-provided listings for any purpose other than display on their websites. This does not require participants to prevent indexing of IDX listings by recognized search engines.

Section 18.2.3

Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible websites of VOWs shall not be accessible via IDX sites.

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.

Section 18.2.5

Participants must refresh all MLS downloads and refresh all MLS data at least once every three (3) days.

Section 18.2.6

Except as provided in these rules, an IDX site or a participant or user operating an IDX site may not distribute, provide, or make any portion of the MLS data base available to any person or entity.

Section 18.2.7

When displaying listing content, a participant's or user's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

Section 18.2.8

Any IDX site 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,

shall disable or discontinue either or both of those features as to 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 participants' websites. Except for the foregoing and subject to Section 18.2.9, a participant's IDX site may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller.

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 displayed on the IDX site. 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.

Section 18.3 Display

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

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 on IDX sites.

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.

Section 18.3.3

All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of listing data.

Section 18.3.4

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

Section 18.3.5

All listings displayed pursuant to IDX shall show the MLS as the source of the information.

Section 18.3.6

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 the 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.

Section 18.3.7

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 18.3.8

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.

Section 18.3.9

Display of following fields are prohibited from IDX Sites:

- a) Owner's Name
- b) Owner's Phone Number
- c) Showing Instructions
- d) Occupancy
- e) Commissions
- f) Private MLS Remarks
- g) Any type Financial (Mortgage) information

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.

There are no charges for the NALMLS RETS feed as of the revision date of this document.

1. An Internet republication of another IDXS's listing shall not contain more (but may contain less) information (considered consumer fields) than is contained in **Schedule B** beginning on page 9.
2. The fields of information, as contained in **Schedule A** on page 8, are considered confidential and shall not be displayed to a buyer, whether client or customer. These fields are to be used for private, non published products.
*Please NOTE: You may display whatever information you want relating to your OWN listings...this limitation applies only to listings in the IDX Database that are not your own. Please refer to **Schedule C** on page 13 of this document.*
3. In order to be an IDXS, a Participant must be actively engaged in providing real estate brokerage services to buyers or sellers in residential real estate transactions.
4. Any search result producing a display of another IDXS's listing containing more than two horizontal lines of text and/or photo shall bear the IDXS's listing firm, the NALMLS approved icon and the NALMLS copyright notice immediately following the property information. This information must be at least as large as the largest type size used to display the listing data. The IDXS data may not include any contact information or branding of the Participant who owns the web site or any of its agents within the "body" of the listing data, thus preventing any possible confusion on the part of the consumer as to the source of the listing. The "body" is defined as the space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.
5. Any search result identifying another IDXS's listing shall include the disclaimer: "Copyright NALMLS, Inc." and "All information provided is deemed reliable but is not guaranteed and should be independently verified."
6. Any Internet web site used for publication of the IDX Database or any portion thereof must be controlled by an IDXS and advertised as that IDXS's Internet web site. This is an important limitation on third parties building sites for brokers. In order to participate in IDX, a site must be marketed and branded as a broker's site. It is fine for the third party web builder to display his name at the bottom as the designer, but never by branding in such a way as to indicate control of site.
7. NALMLS Participants are prohibited from sharing, providing or delivering the MLS database to, or facilitating access to this database, to any Third Party Vendor except in cases where a NALMLS Participant has entered into an NALMLS authorized Third Party Processing Agreement. The NALMLS Participant and the Third Party shall both sign the original of that Agreement and provide an executed original of that Agreement to NALMLS before NALMLS issues access authorization privileges to the Third Party.
8. An IDXS displaying the IDX Database or any portion thereof shall make reasonable efforts to avoid "scraping" of the data by third parties or displaying of that data on any other web site. Reasonable efforts shall include but not be limited to:
 1. Monitoring the web site for signs that a third party is "scraping" data and
 2. Prominently posting notice that any use of search facilities of data on the site, other than by a consumer looking to purchase real estate, is prohibited.

If an IDXS suspects "scraping" of the data has occurred, the suspicion and any evidence must be reported to NALMLS immediately for investigation and action. (This section places a burden on you and your web site host to monitor your site. If it appears that a large number of hits is coming from a particular domain on the web and that these hits may be the result of an automated process designed to gather or "scrape" data from your web site for use somewhere else for a commercial purpose, you must notify NALMLS).

9. An IDXS must make changes to an Internet site necessary to cure a violation of NALMLS Rules within 5 business days of notice from NALMLS of the violation. A violation could result in suspension of services. You must make corrections to your web site if NALMLS determines that it is in violation on some point. NALMLS reserves the right to discontinue the data feed you receive without further notice if you do not comply with this requirement.
10. No portion of the IDX Database shall be co-mingled with any non-MLS listings on the IDXS's Internet Site.
11. Agents can have an IDX web site if the agent's brokerage firm is contributing its listings to the IDX Database.