

INTERNET DATA EXCHANGE (IDX) LISTING DATA ACCESS AGREEMENT (RETS)

Status Includes: A, O, C, U

Please direct additional questions and completed applications to
mls@nomar.org

1. **IDENTITY OF PARTIES** – Be it known that on this _____ day of _____, 2016, the Gulf South Real Estate Information Network, Inc. and the New Orleans Metropolitan Association of REALTORS®, Inc. (hereinafter sometimes referred to as NOMAR and/or GSREIN), through its undersigned authorized representative; and the Internet Data Exchange (hereafter referred to as IDX) Participant, who is hereafter named and undersigned, enter into the following agreement pertaining to the authorization and license of the Internet Data Exchange Participant to use the Multiple Listing Services data under the terms and conditions as defined below. The term “Internet Data Exchange Participant” is the MLS Participant/Principal Broker who has exercised the MLS Participation Agreement, sometimes also referred to as the “Firm”.

DEFINITIONS

2. For purposes of this Agreement, the following terms shall have the meanings set forth below.

Internet Data Exchange Participant (IDX): A means by which each MLS Participant/Principal Broker subscribing to the program permits the display of its listings appearing in MLS on other IDX Participants Internet web sites according to the Internet Data Exchange Rules and Regulations. (See Rules and Regulations for details.) In so doing, you obtain permission from all other IDX participants to display their listings. You give permission and get permission in the same act. You don't need to have a web site yourself.

You do not need to take any action to become an IDX Participant. If you were a participant in the Gulf South Real Estate Information Network, Inc. (GSREIN) MLS when the Internet Data Exchange program was implemented, you were automatically signed up. If you are a new participant in GSREIN joining after the beginning of the Internet Data Exchange program, you will also automatically be signed up. If you don't want to participate, you must fill out the form, “Adding/Dropping Internet Data Exchange.” If you do not fill out the form now, you can fill it out at any time later.

Internet Data Exchange Database or IDX Data: The current aggregate compilation of all exclusive right to sell and exclusive agency listings of all Internet Data Exchange Participants except those listings where the property seller has opted out of Internet publication indicated in the field “IDX” in the MLS data input.

Internet Data Exchange Participant or IDX Participant: A Participant who gives permission to other MLS Participants to display its listings on their web sites in return for their permission to advertise their listings on its web site.

Multiple Listing Service or MLS: A means for collecting and disseminating information about real estate 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. Multiple Listing Services 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 real estate property.

Rules: The Rules and Regulations of GSREIN and Internet Data Exchange (IDX) Data Access Agreement, as amended from time to time, and any operating policies relating to the Internet Data Exchange Data and IDX Participants promulgated by GSREIN.

Costs: For information on cost to receive data link feed see signature pages at the end of this agreement. There is no fee due GSREIN by becoming an IDX Participant. In order to advertise other brokers' listings on your web site through IDX this contract must be executed.

INTERNET DATA EXCHANGE (IDX) DATA ACCESS AGREEMENT (RETS)

GSREIN'S OBLIGATIONS

3. During the term of this Agreement, GSREIN grants to IDX Participant a license to:
 - a. **License Grant:** Subject to the terms and conditions of this Agreement, MLS hereby grants to Participant and Consultant a limited, revocable, non-transferable and non-exclusive License to receive from MLS an electronic datafeed of the MLS Listing Information for use solely and exclusively in connection with the display of MLS Listing Information on Participant's IDX. During the term of this Agreement, MLS agrees to provide to Participant and Consultant: (a) access to the MLS Listing Information under the same terms and conditions MLS offers to other users; and (b) a minimum of (7) days advance notice of changes to the software file and record formats in which the substantive MLS Listing Information is to be stored for access under this Agreement.
4. During the term of this Agreement, GSREIN agrees to provide to IDX Participant and/or its Consultants:
 - a. a URL to RETS Data, and
 - b. User-Agent and Password for its RETS Client; and
 - c. MLXchange ID associated with the RETS access; and
 - d. advance notice of changes to the Data file and record formats and Rules.

IDX PARTICIPANT/FIRM'S OBLIGATIONS

5. Firm agrees to abide by these rules which may be amended from time to time.
6. Firm acknowledges NOMAR/GSREIN's ownership of the copyrights in the Internet Data Exchange Data.
 - a. **Limitations on License:** Except as expressly set forth in this Agreement, Participant and Consultant shall not, facilitate, cause, or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, modify, commercialize, publish, disseminate or otherwise disclose any portion of the MLS Listing Information, or otherwise create any derivative works of the MLS Listing Information; (b) download, distribute, export, deliver, or transmit any of the MLS Listing Information, including to any computer or other electronic device, except Participant's IDX as permitted under this Agreement; or (c) sell, grant access to, or sublicense the MLS Listing Information, or any portion of the MLS Listing Information, to any third party. Participant and Consultant agree to take all reasonable steps necessary to protect the MLS Listing Information from unauthorized access, distribution, copying or use. Participant and Consultant shall use their reasonable best efforts to ensure that the provisions of this Agreement and the Rules are not violated by any person under its control or in its service. Participant and Consultant shall not provide access to and/or share the MLS Listing Information with any person who or entity which has not first established a broker-consumer relationship (as defined in state law) and registered with the Participant using a unique ID and password. Participant and Consultant shall use their reasonable best efforts to cooperate with and assist MLS in identifying, preventing and terminating any unauthorized use, copying or disclosure of the MLS Listing Information or any portion thereof.
 - b. "Participants, subscribers, and all users acknowledge that the information contained in the Multiple Listings Service is owned by the New Orleans Metropolitan Association of REALTORS®, Inc. and no user may, nor may they authorize or allow anyone to, download the active listings, sold listing data, or other information contained in the MLS for the recommercialization (resale) or for any purpose not authorized in writing by the New Orleans Metropolitan Association of REALTORS®, Inc. or the Gulf South Real Estate Information Network, Inc."
 - c. Each Internet Data Exchange Participant agrees to place, or cause to be placed, on each and every page displayed, and at the footer of each printout from its Internet Data Exchange site: "Copyright

2016, New Orleans Metropolitan Association of REALTORS®, Inc. All rights reserved. Information deemed reliable, but not verified or guaranteed. Users are responsible for checking the accuracy, completeness, currency, and status of all information.”

- d. Each Internet Data Exchange Participant will place, or cause to be placed, on his Internet Data Exchange web site on the opening page displaying copyright data of NOMAR/GSREIN, a button named “Terms and Conditions” (or such similar name) with the following information clearly displayed:
 - (i) “Copyright 2016 New Orleans Metropolitan Association of REALTORS®, Inc. All rights reserved. The sharing of MLS database, or any portion thereof, with any unauthorized third party is strictly prohibited.”
 - (ii) “Information contained on this site is believed to be reliable; yet, users of this web site are responsible for checking the accuracy, completeness, currency, or suitability of all information. Neither the New Orleans Metropolitan Association of REALTORS®, Inc. nor the Gulf South Real Estate Information Network, Inc. makes any representation, guarantees, or warranties as to the accuracy, completeness, currency, or suitability of the information provided. They specifically disclaim any and all liability for all claims or damages that may result from providing information to be used on the web site, or the information which it contains, including any web sites maintained by third parties, which may be linked to this web site.”
 - (iii) The information being provided is for the consumer’s personal, non-commercial use, and may not be used for any purpose other than to identify prospective properties which consumers may be interested in purchasing. The user of this site is granted permission to copy a reasonable and limited number of copies to be used in satisfying the purposes identified in the preceding sentence.”
 - (iv) By using this site, you signify your agreement with and acceptance of these terms and conditions. If you do not accept this policy, you may not use this site in any way. Your continued use of this site, and/or its affiliates’ sites, following the posting of changes to these terms will mean you accept those changes, regardless of whether you are provided with additional notice of such changes.
7. In the event that Firm needs to make the IDX Data available to a third party Consultant, Firm agrees to require such third party to execute this Agreement and become a Consultant for the exclusive purpose of posting the data to Firms website. A user id and password(s) will be assigned for this purpose. Passwords cannot be shared. Neither a Participant nor Consultant may share a password with any party not authorized in this Agreement.
8. If GSREIN notifies Firm of breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that GSREIN may seek cure from the Consultants, or any one of them.
9. Firm shall notify GSREIN immediately, but no longer than five (5) business days of any change of information provided on the Firm/Consultant Information and Signature page of this agreement.
10. Firm/IDX Participant warrants that he/she has obtained permission from seller to market property through Internet Data Exchange. The following is recommended wording to be incorporated in your listing agreement in order to accommodate acquiring permission from the Seller to publish the listing on Internet Data Exchange Participants web sites.

“The Owner specifically requests and authorizes the use of the Multiple Listing Service, and also authorizes the Broker to place the property on a computerized system of public access such as the Internet, when available, to promote and enhance the sale of the property. If the Broker participates in Internet Data Exchange (which allows MLS Brokers to publish listings of other MLS Participants on their web sites), Owner

authorizes all MLS Brokers who participate in Internet Data Exchange to publish their property on the broker's web sites."

11. Firm may republish all or a portion of the Internet Data Exchange Database on the Internet in accordance with the following provisions and in keeping with any policies that GSREIN may adopt from time to time. Unless expressly contravened by the provisions of this section, all other rules and regulations remain in full force and effect.

- a. IDX Participants/Principal Broker's may authorize one another through their listing agreements to display their listings on other IDX Participant's web sites. **The Participant must control the IDX data at all times. Agents may not, themselves, or through others download and display properties which they do not have personally listed, and may not under any circumstance control the IDX data.**

With the IDX Participants/Principal Broker's authorization, his/her licensees who are GSREIN MLS Subscribers may place a link on their web site to the IDX search engine on their IDX Participant/ Firm's web site. The link must include the Firm's banner, and all disclaimers and "Terms of Use" as required by this IDX Data Access Agreement.

Any link used on an agent's web site that is used to display IDX data that is not the agent's listing must resolve to the Participant's web site.

The domain (e.g. domain.com) used to display IDX data must be referenced by the Participant on this IDX Data Access Agreement and the site should be owned or licensed, operated and controlled by the Participant and be verifiable through the whois database www.whois.com or, if it is registered privately, through the Participant's domain registrar upon request.

Domain names can be redirected to the Participants web site but cannot be masked.

All data will be displayed through the Participants/Principal Broker's web site/domain and/or any subsequent sub-domains and directories which will adhere to all rules and regulations regarding the display of IDX data.

12. Any intentional unauthorized use of GSREIN IDX data shall be considered a serious violation and subject the broker and/or agent or both to a fine of five hundred dollars (\$500.00), and shall result in an immediate termination of the feed. If the unauthorized data being displayed is not removed within 48 hours after notice from GSREIN the broker and/or agent shall be subject to an additional fine of \$100.00 per day until all unauthorized data has been removed, or said site has been brought into compliance. If the fining period exceeds 10 days GSREIN will terminate ALL IDX feeds associated with said Broker/Agent's Company. *(Amended 10/13)*
13. Firm shall comply with the requirements relating to Confidential Information set forth below.

An Internet republication of another IDX Participants listing shall not contain more (but may contain less) than the information provided in the MLS data feed; for the following property types: Residential, Multi-Family, Condominium, Vacant Land, Commercial and Lease.

- a. GSREIN **prohibits** display of confidential information fields. Those fields are as follows:

Agent Remarks, Alarm Code, Alarm Phone, Attachment Count, Broker Tour Date, Broker Tour Remarks, Broker Tour Time, Commission to Cooperating Member Participant, Commission TCMP Type, Days on Market – All Status, Days on Market – Sold, Entered By, Entered Where, Entry Date, Expiration Date, IDX From Office, IDX Websites, Internet Y/N, Key Number, KeyBox Number, Last Transaction Code, Last Transaction Date, Latitude, List Date, Longitude, LP\$/SQFt (w/cents), Map Key, Occupant Home Phone, Occupant Name, Occupant Other Phone, Original List Price, Owner Home Phone, Owner, Owner Other Phone, Record Delete Date, Record Delete Flag, Seller Email Address, Showing Assist Instructions, Showing Instructions, Shown

By, Shown By 2, Spouse Home Phone, Spouse Name, Spouse Other Phone, Status Change Date, Subdivision Code, Value Range Flag, Value Range List Low Price, # Images.

14. The number of listings that consumers may retrieve or download in response to any inquiry is limited to one hundred (100).
18. IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants. *(Amended 5/12)*

Listing data provided by GSREIN MLS Internet Data Exchange Database must identify GSREIN as the source of the listing information on the first page where any listing data is displayed (i.e. Listings Courtesy of Gulf South Real Estate Information Network.) A search result producing a thumbnail or one-line display of listings must identify listings of other companies to distinguish them from their own. A possible identifier would be to display IDX or OB next to other brokers listings with a description of these identifiers **prominently** displayed. (i.e. IDX = Internet Data Exchange Participant or OB= Other Broker's Listing)

- 18.1 **Option #1:** 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 permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. *(Amended 05/12)*
- 18.2 **Option #4:** Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. *(Amended 11/09)*
 - 18.2.1 Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Amended 05/12)*.
 - 18.2.2 MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. *(Amended 05/12)*
 - 18.2.3 Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs). *(Amended 05/12)*
 - 18.2.4 Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant. *(Amended 11/06)*
 - 18.2.5 Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every 12 hours. *(Amended 01/2015)*
 - 18.2.6 Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(Amended 05/12)*
 - 18.2.7 Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control"

means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. *(Amended 05/12)*

18.2.8 Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

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

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

18.2.10 An MLS Participant may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. *(Adopted 1/2015)*

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

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

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

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.

18.3.12 Display of expired (X) and withdrawn (W) listings are prohibited. *(Amended 12/15)*

19. A search result producing a detailed display of another IDX participants listing may bear the following in place of the listing company name: "Listing Courtesy of Gulf South Real Estate Information Network."
20. If GSREIN notifies Firm of a breach of the MLS Rules * or this Agreement and Firm does not immediately cure such Breach, GSREIN may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with GSREIN and act immediately upon notification by GSREIN of an uncured breach by Firm. (*Section 9.1 of the MLS Rules and Regulations.)

CONSULTANTS' OBLIGATIONS

21. Each Consultant acknowledges NOMAR/GSREIN's ownership of the copyrights in the Internet Data Exchange Data, and further consents to acknowledge, an binds itself as follows:
 - a. Ownership of Intellectual Property. Consultant acknowledges and agrees that the MLS Listing Information is proprietary, original works of authorship of MLS, may consist of information for which MLS has sufficient rights to grant this license, and is protected under United States copyright law. Consultant further acknowledges and agrees that all right, title, and interest in and to the MLS Listing Information and any modifications, compilations, enhancements, or derivative works of the MLS Listing Information, are and shall remain with MLS. This agreement does not convey or grant to Consultant an interest in or to the MLS Listing Information, but only a limited right to access and display the MLS Listing Information, revocable in accordance with the terms of this Agreement. Consultant agrees that it will not challenge or take any action inconsistent with MLS's ownership of or rights to the MLS Listing Information as described herein.
22. **No Warranties:** The License granted under this Agreement, including access and display of the MLS Listing Information, is provided "AS IS," MLS disclaims, and Participant and Consultant hereby expressly waive, any and all other warranties, whether express or implied, including, without limitation any warranties of: merchantability, fitness for a particular purpose; as to the accuracy of the MLS Listing Information; as to the fitness of the MLS Listing Information for Participant's purpose or system integration; against interference with enjoyment of the MLS Listing Information; against infringement of proprietary rights of another; that access to MLS Listing Information and/or its use will be uninterrupted or error-free, or that access problems, if any, will be corrected by it or be correctable. Participant shall be solely responsible for the selection, use, efficiency and suitability of any Consultant and MLS shall have no liability therefore.
23. Each Consultant shall abide by the policies and rules set forth in this agreement.
24. Each Consultant must pull the specific data feed assigned for the Participant using the precise user id and password as provided in this agreement.
25. Any Vendor/Consultant who provides unauthorized access to the GSREIN IDX data, without GSREIN and Broker authorization shall pay a fine of \$500.00 and shall immediately terminate and remove such unauthorized display of GSREIN IDX data. If the unauthorized data being displayed is not removed within 48 hours after notice from GSREIN the Vendor/Consultant shall be subject to an additional fine of \$100.00 per day until all unauthorized data has been removed, or said site has been brought into compliance. If the fining period exceeds 10 days GSREIN will terminate ALL IDX feeds associated with said Vendor/Consultant Company. *(Amended 10/13)*

CONFIDENTIAL INFORMATION

Each Consultant shall comply with the requirements relating to Confidential Information set forth below.

26. "Confidential Information" is information or material proprietary to GSREIN/NOMAR or designated "Confidential" by GSREIN and not generally known to the public, that Firm or Consultants or any one of them (the "Receiving Party") may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written, or other form):

- a. all Participant Data/Content, except the IDX data to the extent to which this Agreement and the Rules permit its disclosure;
 - b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
 - c. software, source code, object code, diagrams, flow charts;
 - d. techniques, procedures;
 - e. IP addresses, access codes and passwords; and
 - f. any information that GSREIN obtains from any third party that GSREIN treats as proprietary or designates as Confidential Information, whether or not owned or developed by GSREIN/NOMAR.
27. **Title:** The Receiving Party acknowledges that title to the Confidential information remains at all times with GSREIN or with the third parties in whom title existed prior to this Agreement or prior to disclosure by GSREIN.
28. **Restrictions on Use – Scope of Use.** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.
29. **Restrictions on Use – Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of GSREIN to do so. At no time and under no circumstances will the Receiving Party reverse, engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.
30. **Restrictions on Use – No Third Party Access.** Only the Receiving Party's own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from GSREIN. If GSREIN grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.
31. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without GSREIN's prior written consent. In the event GSREIN grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
32. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by GSREIN, the Receiving Party will return to GSREIN all Confidential Information and all other materials provided by GSREIN to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media, other computer storage, or by other means, including system backups. Upon the request of GSREIN, an officer of the Receiving Party will certify in writing that all materials have been returned to GSREIN and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

33. The term of this Agreement begins on the "Effective Date" set forth on the "GSREIN Information and Signature Page" below. GSREIN has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:
- a. GSREIN's notice to IDX Participant that this Agreement is terminated.
 - b. IDX Participant's notice to GSREIN that it no longer intends to display Internet Data Exchange Data on its web site.
 - c. Termination of IDX Participant's privileges.

GENERAL PROVISIONS

34. **Survival of Obligations:** The obligations of Firm set forth under “Firm’s Obligations” above and the obligations of Consultants under “Consultants’ Obligations” above shall survive the termination or expiration of this Agreement.
35. **GSREIN’s Remedies.** Because of the unique nature of the Internet Data Exchange Data and Confidential Information, IDX Participant, Firm and Consultants acknowledge that GSREIN would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement, and that monetary damages would be inadequate to compensate GSREIN for a breach. GSREIN is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by IDX Participant, Firm or Consultants or any one of them, without showing or proving any actual damages sustained by GSREIN.
36. **Attorney’s Fees.** If GSREIN prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay GSREIN’s reasonable attorney’s fees and costs for such legal action.
37. **Limitation of Liability.** GSREIN’s liability to IDX Participant, Firm or Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultants to GSREIN, if any, under this Agreement. Firm’s and Consultants’ only other remedy shall be termination of this Agreement. GSREIN shall not be liable for any incidental or consequential damages under any circumstances, even if GSREIN has been advised of the possibility of such damages. GSREIN shall have no liability for inaccuracies in the Internet Data Exchange Data or the Participant Data.
38. **No Assignment.** Neither IDX Participant, Firm nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of GSREIN.
39. **Applicable Law.** This Agreement is governed by and enforced according to the laws of the State of Louisiana Parish of Jefferson.

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Please direct additional questions and completed applications to
mls@nomar.org

Following to be Completed by Broker:

Firm Name: _____ MLS/IDX Participant Principal Broker: _____

Firm Address: _____ Firm Phone: _____

Firm City, State, Zip: _____

MLS Main Office Code: _____ Firm Email Address: _____

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

Firm Web Address (Required):

(IDX Participants Firm Web Address where the IDX Data will be displayed must be provided)

Following to be Completed by Consultant: Note: If more than one Consultant please list separately

Consultant Company Name: _____

Consultant Technical Support Contact Name: _____

Consultant Technical Support Email Address: _____

Consultant Street Address: _____

Consultant City, State, Zip: _____

Consultant Phone: _____ Consultant Email Address: _____

Consultant Website: _____

Print Name of Consultant _____ Title _____

Signature of Consultant _____ Date _____

	July - Sept	Oct - Dec	Jan - Mar	Apr - June
First Broker IDX RETS query access	\$150.00	\$112.50	\$75.00	\$37.50
Add'l IDX RETS query access	\$450.00	\$337.50	\$225.00	\$112.50
Data Feed Set Up Fee	\$100.00			
▶ Payment must be received in full prior to set up ◀ ▶ Billed Annually in July ◀ ▶ All Payments are Non-Refundable ◀				

Payment Due for Initial or Additional RETS Query Access: \$100.00 + _____ = _____
(Prorated Annual Fee) (Total Due)

Payment Option: Check Visa MasterCard American Express Discover

Credit Card #: _____

Expiration Date ____/____

Signature to authorize credit card transaction _____

Print Name of MLS/IDX Participant Principal Broker

Signature MLS/IDX Participant Principal Broker

Date

GSREIN INFORMATION AND SIGNATURE

Entered into on behalf of GSREIN by: _____

Signature

Date

Below is for GSREIN's use only. The contents below are Confidential Information under this Agreement.

RETS URL: <http://rets.nom.mlsmatrix.com/rets/login.ashx>

Date Assigned: _____

MATRIX ID/PASSWORD: _____

CoreLogic Representative Signature: _____