



# Access to Internet Data Exchange Feed

## CONTRACT

Note: This is a legally binding contract between you and Central Panhandle Association of REALTORS® and its Multiple Listing Service. Simultaneously or prior to submitting this Agreement you must become an Internet Data Exchange Participant (IDX).

This Agreement must be filled out completely and signed by the qualifying broker of your Office and the third-party vendor (if one is used). There are no exceptions. Once you have filled it out and signed it, email it to [mlsupport@cpaor.org](mailto:mlsupport@cpaor.org) and the Central Panhandle Association MLS will send information to you regarding how to access the data feed.

## AGREEMENT

1. This AGREEMENT is made and entered into by and among Central Panhandle Association of REALTORS® and its Multiple Listing Service, the real estate Office whose name and contact information appear on the signature page of the Agreement designated "Office Information and Signature" (the "Office"), and the company's individuals whose names and contact information appear on the signature pages of this Agreement designated "Consultant Information and Signature" (collectively, "the consultants"), if any.

## RECITALS

2. Office wishes to obtain and Central Panhandle MLS wishes to provide data for an Office's website including the listing data of other real estate brokerages participating in Central Panhandle MLS and may wish to engage Consultants, i.e., other companies or individuals who are not employees of said Office, to perform data downloading, manipulation, and formatting, as well as programming and web design.

## DEFINITIONS

3. For purposes of this Agreement the following terms shall have the meanings set forth below:
  - Internet Data Exchange Database or IDX Data: The current aggregate compilation of all active exclusive right to sell listings of all Internet Data Exchange Participants except those listings where the property seller has opted out of Internet publication by so indicating on listing contract.
  - Internet Data Exchange Participant or IDX: A Participant who gives permission to other Participants to display its active listings on their web sites in return for their permission to advertise their listings on its web site.
  - Multiple Listing Service: A means 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. 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 property.
  - Rules: The Rules and Regulations of the Central Panhandle Association MLS, as amended from time to time, and any operating policies relating to the IDX Data and IDX's promulgated by the Central Panhandle Association MLS
  - Participant: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services.

- Participant Data: Data relating to real estate for sale, previously sold or listed for sale, including the Internet Data Exchange Database, and data relating to Participants entered into the Central Panhandle Association MLS System by Participants and the Central Panhandle Association MLS.
- Consultant: Identified

### **CENTRAL PANHANDLE MLS OBLIGATIONS**

4. During the term of this Agreement, the Central Panhandle Association MLS grants to Office a license to:
  - Display the IDX Data on Office's web site.
  - Make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Office's web site.
  - Utilize the data for private back-end software for marketing, valuations, or other real-estate related transactions.
5. During the term of this Agreement, the Central Panhandle Association MLS agrees to provide to Office and its Consultants:
  - Access to the IDX Data via the Internet using Real Estate Standards Organization "RETS", under the same terms and conditions CPARMLS offers to other Participants;
  - Notice of changes to the file and record formats of the IDX Data; and
  - Notice of changes to the Rules.

### **OFFICE'S OBLIGATIONS**

6. Office shall comply with the Rules at all times.
  - Office acknowledges the Central Panhandle Association MLS copyrights in the Participant Data and the IDX Data.
  - Office shall comply with the requirements relating to Confidential Information set forth below.
  - In the event that Office desires to make the IDX Data or the Confidential Information available to any third party, Office agrees to require such third party to execute this Agreement and become a Consultant.
  - If the Central Panhandle Association MLS notifies Office of a breach of the Rules or this Agreement and Office does not immediately cure such breach, Office agrees that CPARMLS may seek cure from the consultants or anyone of them.
  - Office shall notify the Central Panhandle Association MLS within five (5) business days of any change to the information relating to Office on the Office Information and Signature page.

### **CONSULTANT'S OBLIGATIONS**

7. If CPARMLS notifies Office of a breach of the Rules or this Agreement and Office does not immediately cure such breach. CPARMLS may contact Consultant to cure any such breach that is within Consultants control. Consultant agrees to cooperate with the Central Panhandle Association MLS and act immediately upon notification by CPARMLS of an uncured breach by Office.
  - Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
  - Each Consultant shall notify CPARMLS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page.
  - Each consultant shall maintain a separate data feed for each member as provided by the CPARMLS.
  - Consultant shall display the CPAOR copyright notice on each display screen, web page (whether Internet- or Intranet-based), and printout displaying any part of the Licensed Data. The CPAOR copyright notice may take either of the following two forms: (a) "Copyright 20XX Bay Central Panhandle Association of REALTORS®" or (b) "© 20XX Central Panhandle Association of REALTORS®". Consultant shall replace "20XX" with the current year as of January 1 of each year.

### **CONFIDENTIAL INFORMATION**

8. **The Term "Confidential Information"** is information or material proprietary to the Central Panhandle Association MLS or designated "Confidential" by the Central Panhandle Association MLS and not generally

known to the public, that Office or Consultants or anyone 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):

- All Subscriber Data, except the IDX Data to the extent to which this Agreement and the Rules permit its disclosure.
- All documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information, software, source code, object code, diagrams, flow chart, techniques, procedures; IP addresses, access codes and passwords.
- Any information that CPARMLS obtains from any third party that CPARMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by CPARMLS.

9. **Exceptions.** The Confidential Information does not include information that:

- is in the public domain at the time of disclosure;
- is known to the Receiving Party at the time of disclosure;
- is used or disclosed by the Receiving Party with the prior written consent of the Central Panhandle Association MLS. to the extent of such consent;
- becomes known to the Receiving Party from a source other than the Central Panhandle Association MLS without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with the Central Panhandle Association MLS or
- is required to be disclosed by judicial order or other compulsion of law provided that the Receiving Party provides to the Central Panhandle Association MLS prompt notice of any such order.

10. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with CPARMLS or with the third parties in which title existed prior to this Agreement or prior to disclosure by the Central Panhandle Association MLS.

11. **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.

12. **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 CPARMLS 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.

13. **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 CPARMLS. If CPARMLS 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.

## TERM AND TERMINATION

14. The term of this Agreement begins on the "Effective Date" set forth on the "CPARMLS Information and Signature Page" below. CPARMLS has the right at any time and at its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:

- CPARMLS' s notice to Office that this Agreement is terminated.
- Office's notice to CPARMLS that it no longer intends to display IDX Data on its web site.
- Termination of Office's privileges as a Subscriber either by CPARMLS or the Affiliated Shareholder Association from which Office subscribes to Multiple Listing Services.
- Within five days after the termination of this agreement, Consultant and Office shall erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups.

## GENERAL PROVISIONS

15. **Survival of Obligations.** The obligations of Office set forth under "Office's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.
16. **CPARMLS Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Office and Consultant acknowledge that CPARMLS 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 CPARMLS for a breach. CPARMLS is therefore entitled, in addition to all other forth of relief. to injunctive relief as may be necessary to restrain any continuing or further breach by Office or Consultants or anyone of them, without showing or proving any actual damages sustained by CPARMLS.
17. **Attorney's Fees.** If CPARMLS 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 CPARMLS's reasonable attorney's fees and costs for such legal action.
18. **Limitation of Liability.** CPARMLS liability to Office and Consultants for damages under this Agreement, whether in contract or tort shall be limited to the aggregate amounts paid by Office and Consultants to CPARMLS, if any, under this Agreement. Office's and Consultants' only other remedy shall be termination of this Agreement. CPARMLS shall not be liable for any incidental or consequential damages under any circumstances, even if CPARMLS has been advised of the possibility of such damages. CPARMLS shall have no liability for inaccuracies in the IDX Data or the Subscriber Data.
19. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.
20. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.
21. **No Assignment.** Neither Office 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 CPARMLS.
22. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.
23. **Applicable Law.** This Agreement is governed by and enforced according to the laws of the State of Florida.

## RESTRICTIONS ON CONSULTANT'S AND OFFICE'S USE OF LICENSED MATERIALS

24. **No paid placement:** Search results shall be displayed based on characteristics of properties or terms and not based on paid placement.
25. **Consultant will not allow comments:** Comments/blogging about listed properties will not be displayed on the property details page for a CPAOR listing data display, except by the listing agent or property owner for that listing (or with the listing agent's consent).

26. **Consultant will not alter Data:** Consultant may not alter Licensed Data without prior approval from CPAOR. This includes altering the content of any text data fields and altering any photo by cropping it or removing or altering metadata.
27. **Consultant must promptly make changes:** Consultant will use best efforts to update the Licensed Data, including but not limited to price changes, on Licensee Properties within 24 hours after they appear in the Data Interface, but Consultant will use commercially reasonable efforts to incorporate such updates within 1 hour after they appear in the Data Interface.
28. **Consultant must clearly distinguish advertisements:** Where advertisements for brokers other than the listing broker are present, Licensee must clearly distinguish between listing content and advertisement, e.g., by labeling the listing broker "listing agent."

## TYPES OF FEEDS AND FEES

30. **Feed Types:** There are four different types of feeds available to our members.
- *IDX* – Provides all current active and contingent listings in the MLS.
  - *IDX With Sold* – Provides all active, pending, contingent listings in the MLS, as well as all Sold data after January 1, 2012.
  - *Confidential Office* – Provides all listings of all types only for that particular office.
  - *Confidential Company* – Provides all listings of all types for the company and all offices within it. (Brokers only)
  - *Analytics Feed* – Feed that includes Active, Sold, Expired, and Cancelled data and includes some fields that are private in IDX feeds, such as Status Change Date. FOR NON-PUBLIC DISPLAY ONLY. (Brokers Only)
31. **Fees:** Agent shall pay the initial and periodic fees, if any, that CPARMLS customarily charges other Subscribers for data access. Consultant acknowledges receipt of CPARMLS’s current schedule of such fees, if any. CPARMLS may in its sole discretion establish or modify its schedule of fees upon 30 days’ written notice to Consultant.

### FEE SCHEDULE

- **At the Agent level:**
  - *IDX* – \$25 per quarter for the first feed, \$5 per quarter for each additional feed.
  - *IDX With Sold* – \$50 per quarter for each feed.
  - *Confidential Office* – No additional charge.
  - *Confidential Company* – Not available
  - *Analytics Feed* – Not Available.
  
- **At the Brokerage level:**
  - *IDX* – No additional charge.
  - *IDX with Sold / Analytics Feed* – No additional charge.
  - *Confidential Office* – No additional charge.
  - *Confidential Company* – No additional charge.
  
- **Exception:**
  - Applies If an *IDX* feed is to be a subdomain or additional page to a brokerage website with an existing feed, the feed will be provided at no additional cost. For example, if the website [www.brokeragename.com](http://www.brokeragename.com) already exists, and the webpage will be [johndoe.brokeragename.com](http://johndoe.brokeragename.com), this is considered a sub-domain and thus would not be charged.
  - Due to the nature of data usage and the multitude of possible combinations, discretion of the applicability of this exception is at the sole discretion of the CPARMLS.

Main Website	Agent's Website	Exception Applies?
www.brokeragename.com	agentname.brokeragename.com	Yes
www.brokeragename.com	www.brokeragename.com/agentname	Yes
www.vendorname.com	www.vendorname.com/12345678	No

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

NOTE: Under this Agreement, MLS Participant is permitted to work only with the Consultant(s) named here. If MLS Participant chooses to engage a different consultant or additional consultants, MLS Participant must enter into a new version of this agreement with CPARMLS and each such consultant.

**Completed by MLS Participant and Broker**

**Completed by Consultant (Website Vendor)**

<hr/> <p>Print Name of MLS Participant (Sales Associate)</p>	<hr/> <p>Consultant (Vendor) Company Name</p>
<hr/> <p>Signature of MLS Participant (Sales Associate)</p>	<hr/> <p>Print Name of Consultant (Vendor)</p>
<hr/> <p>MLS Participant "B" Number (FlexMLS Login)</p>	<hr/> <p>Signature of Consultant (Vendor)</p>
<hr/> <p>Office/Brokerage Name</p>	<hr/> <p>Email to contact Consultant (Vendor)</p>
<hr/> <p>Signature of Designated Broker</p>	<hr/> <p>Email to send data feed to</p>

\_\_\_\_\_  
Date

\_\_\_\_\_  
Website that data will be displayed on  
(use PRIVATE if data will not be publicly displayed)

**Feed Type Requested (Check ONE)**

Please refer to Fee Schedule on Page 5 for explanation of feeds and the associated fees.

- IDX
- IDX With Sold
- Confidential Office
- Confidential Company
- Analytics Feed (non-public use)