

INTERNET DATA EXCHANGE



**PUTTING BROKERS
IN CONTROL OF THEIR
LISTINGS ON THE WEB**

Broker information packet

**Metro Search, Inc.
6300 Dutchmans Pkwy
Louisville, KY 40205
Phone (502) 894-9860 Fax: (502) 894-9866
www.LouisvilleRealtors.com**

Revised 9/5/06

INTERNET DATA EXCHANGE

TABLE OF CONTENTS

Executive Summary	2
Internet Data Exchange Subscription.....	3
Fees.....	3
Rules & Regulations.....	3
Mandatory IDX Disclosures	7
Appendix A – IDX Logo Use, License and Guidelines	9
Appendix B – IDX Available Data Fields	12
FORM: Adding/Dropping IDX Participation	15
Internet Data Exchange Contract	16-22

Executive Summary

WHAT IS INTERNET DATA EXCHANGE

Simply: It is a system where IDX Brokers give each other permission to display their listings on each other's web sites. IDX Brokers who participate in the program (Called "Internet Data Exchange Participants/Subscribers or IDXs") can display all of each other's active listings. If you choose not to participate, no other IDX Broker will be permitted to display your listings. You can include your listings in the IDX database without even having your own web site.

THE PURPOSE OF IDX/INTERNET DATA EXCHANGE

The purpose of IDX is to empower REALTORS® to deal with the real estate consumer of the future. Among the objectives to which Metro Search MLS is committed are: 1) permitting IDX Brokers to fully market their services on the Internet; 2) permitting the IDX Brokerage community to take advantage of the data IDX Brokers have contributed to the system; and 3) permitting IDX Brokers to obtain and maintain first contact with the consumer in the real estate transaction. Increasingly, consumers are looking to the Internet for information about real estate for sale. Until IDX, they were not finding that information at IDX Broker-owned web sites. The sites with the best data, and from the consumer's perspective, that means the most data, were not controlled by REALTORS®. On the national front, the site with the most listings is REALTOR.COM, a production of RealSelect, a subsidiary of the publicly traded HomeStore.com.

Some Brokers asked Metro Search MLS, "Why can't a Broker web site be the place with the most listings?" Thanks to Internet Data Exchange, it can. Because of IDX this approach provides several advantages:

Brokerage web sites can become the best source of listing data. If most Brokers participate, the number of listings in the reciprocal database can easily reach and even exceed the number on other popular sites.

When consumers visit the web sites of reciprocal IDX Brokers, they will stay longer because the IDX Brokers have more listing data to offer. The IDX Broker sites may also offer easier interfaces for consumers, since many other sites are "cluttered" with non-listing content. As IDX Brokers become more innovative in offering on-line services, this will be a critical factor in their success.

RULES & REGULATIONS REGARDING IDX SUBSCRIPTION

BECOMING AN IDX PARTICIPANT/SUBSCRIBER

Being an IDX just means that you give all other IDXs permission to display your active listings on their web sites according to the Internet Data Exchange Rules and Regulations. In so doing, you obtain permission from all other IDXs to display their active listings. You give permission and get permission in the same act. (That's why it's called "Internet Data Exchange") You don't need to have a web site yourself.

You do not need to take any action to become an IDX. If you were a participant in Metro Search MLS when the Internet Data Exchange program was implemented, you were automatically signed up. If you are a new participant in Metro Search MLS 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™," attached at the back of the packet.** If you do not fill out the form now, you can fill it out at any time later. Your data will stop appearing in the Internet Data Exchange Database the next business day.

PUTTING INTERNET DATA EXCHANGE DATA ON YOUR WEB SITE: (Optional)

You don't have to have a web site to be an IDX. But to take maximum advantage of the program, you will want one. To put Internet Data Exchange data on your web site, you have to take four steps:

- Sign Metro Search MLS's "Access to Internet Data Exchange Data Feed" contract (attached at the back of this IDX packet).
- Get a web site.
- Incorporate the IDX data into your web site.
- Obey the IDX Rules and Regulations and the policy statements in this document

Fees for Participation

There is no fee to be a IDX or to receive a data feed from METRO SEARCH MLS, provided you use the standard method for accessing that data. If you want a special interface to access the IDX Data, Metro Search MLS will charge you for all costs to establish that interface including reasonable fees for Metro Search MLS staff time. The Metro Search MLS Board of Directors reserves the right to instate a fee after the first year of the program depending on participation levels.

Rules and Regulations

To the extent that this document supplements Metro Search MLS's Rules and Regulations relating to Internet Data Exchange, it is a statement of Metro Search MLS's policy regarding such matters. Access method: Several modes of access are provided by Metro Search MLS for IDXs to retrieve the IDX Database. The following options are available: 1. Gateway for REALTORS (Individual Version), 2. Gateway for Brokers (Office Version) and 3. Shuttle (the developers version.) Any IDX intending to use any other method for downloading and updating the IDX Database must seek approval of its method from Metro Search MLS. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the IDX rules and regulations or in degradation of the performance of any of Metro Search MLS's systems. The use of any other method also requires

payment to Metro Search MLS of any costs it incurs to provide the access method, including reasonable fees for Metro Search MLS staff time. Metro Search MLS's Rules and Regulations contain provisions relating to IDX. These provisions are reproduced in their entirety here.

"Internet Data Exchange" is a means by which each Participant subscribing to the program (the "Internet Data Exchange Participant/Subscriber" or "IDX") permits the display of its active listings appearing in MLS on each other IDX's Internet web site. The "Internet Data Exchange Database" is the current aggregate compilation of all active exclusive right to sell listings of all IDX Participant/Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract.

Republication of IDX on Internet Permitted

An IDX 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 Metro Search MLS 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.

You need not display the whole IDX Database. You may choose to display only listings in a particular price range, geographical area, or property type. **If you plan to display only a subset of the IDX Database, see recommended disclosures.**

- An Internet republication of another IDX's listing shall contain only those fields of data designated by Metro Search MLS for this purpose. An IDX may display fewer fields if it chooses.
- The fields available are set forth in Appendix B. Note that you may display ALL information relating to your own listings. This limitation applies only to listings in the IDX Database that are not your own.
- In order to be an IDX, a Participant must be actively engaged in providing real estate IDX Broker services to buyers or sellers in real estate transactions.
- The IDX shall update the information on its Internet web site at least weekly.

Metro Search MLS strongly encourages you to update your web site with fresh IDX data DAILY. In the event you choose to update less frequently than daily, Metro Search MLS encourages you to place a disclaimer on your web site indicating the frequency of update and the last update date.

Rules Regarding Modification of IDX Data

An IDX may not modify or manipulate the data relating to another IDX's listing. (This is not a limitation on the design of the site but refers to the actual data.) You can do anything you want to (consistent with the Code of Ethics and applicable law) with data relating to your own listings. You can do with other IDX Brokers' listings only what these rules permit you to do. You are strictly prohibited from modifying the data in the IDX Database from another IDX. This could conceivably include displaying other data alongside the other IDX's data. For example, if you geocode the listings on your site, and then tie demographic or other data to them, you will want to be cautious about displaying such data on the same screen as another IDX's listings. You should make efforts to distinguish the data you have

supplied from the IDX Database data. Segregating such data "geographically" on the screen and including a credit on the non-IDX data (such as "Demographic data courtesy of ABC Title Company")

would be good ways to accomplish this. The Metro Search MLS-approved icon and an explanation that those properties marked with the icon are provided courtesy of the Metro Search MLS Internet Data Exchange Database must appear on the first page where any listing data is displayed. **Note that such a disclosure must appear on the FIRST page where any IDX data is displayed.**

USE OF THE IDX METRO SEARCH APPROVED ICON

Any search result identifying another IDX's listing in a brief or "thumbnail" format shall bear the Metro Search MLS-approved icon or the Metro Search MLS-approved thumbnail icon immediately adjacent to the property information to identify the listing as a Metro Search MLS listing.

A thumbnail display of another IDX's listing may include contact information of the IDX who owns the web site but may not include the web site owner's logo or branding. A thumbnail display may only include the following: the listing agent's name, the IDX's name, text data about the listing property, a photo of the listing property, the logo of the listing IDX Broker or Metro Search MLS-approved icon, "buttons" providing links for other information and contact information of the IDX who owns the web site.

"IDX branding" refers to any marks or language referring to the web-site-owning IDX repeated in the thumbnail display of another IDX's listing. Any association of such information or IDX branding with the listing data is a violation of this rule.

RULE REGARDING DETAILED DISPLAYS

A search result producing a detailed display of another IDX's listing shall bear the IDX's name, the Metro Search MLS-approved icon, and Metro Search MLS's copyright notice immediately following the property information. The IDX's name, Metro Search MLS-approved icon, and copyright notice shall be at least as large as the largest type size used to display the listing data. Metro Search MLS interprets any display containing more than two horizontal lines of text display or displaying a photo as being a detailed display.

A detailed display of another IDX's listing may not include any branding of the Participant who owns the web site or any of its agents within the "body" of the listing data. The "body" is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.

The prohibition on IDX branding within the "body" of the listing data is intended to prevent any possible confusion on the part of the consumer as to the source of the listing.

Any result identifying another IDX's listing shall include the disclaimer "Information Deemed Reliable But Not Guaranteed." **In practice, you will want to display this disclaimer on your own listings as well, unless your legal counsel advises otherwise.**

RULE REGARDING WHO MUST CONTROL THE IDX WEBSITE

Any Internet web site used for publication of the IDX Database or any portion thereof must be controlled by an IDX and advertised as that IDX's Internet web site. This is an important limitation on third parties building sites for IDX Brokers. In order to participate in Internet Data Exchange™, a site must be marketed and IDX branded as an IDX Broker's site.

RULES REGARDING SCRAPING OR THIRD PARTY VIOLATIONS

If an IDX suspects "scraping" of the data has occurred, the suspicion and any evidence must be reported to the Metro Search MLS immediately for investigation and action. An IDX must make changes to an Internet site necessary to cure a violation of Metro Search MLS's Rules within two business days of notice from Metro Search MLS of the violation, unless the violation pertains to a display problem, in which case, the IDX must cure the violation within seven (7) business days. You must make corrections to your web site if Metro Search MLS determines that it is in violation on some point. Metro Search MLS reserves the right to discontinue the data feed you receive without further notice if you do not comply with this requirement. You may also be subject to fines from Metro Search MLS. No portion of the Internet Data Exchange Database shall be used or provided to a third party for any purpose other than those approved by the Metro Search MLS. This section expressly prohibits distribution of the IDX Database or any portion of it for ANY purpose other than those expressly permitted by Metro Search MLS's rules and regulations. This includes distribution to other IDXs. In other words, a IDX Brokerage firm cannot sell access to the IDX Data to other IDX Brokers or any other businesses, whether or not they are participants in Metro Search MLS. No portion of the Internet Data Exchange Database shall be co-mingled with any non-MLS listings on the IDX's Internet web site.

If you take listings from consumers but do not put them into an MLS system they cannot appear on any thumbnail display or as part of any search results with IDX Database data. If the property in question appears in an MLS other than Metro Search 's it can be co- mingled. Thus, if you serve a market area without an MLS, you must either enter such listings into an MLS in a market that has one, or you must not co-mingle those listings with IDX Database listings.

RULES REGARDING THIRD PARTY DEVELOPERS

Any IDX Participant using a third party to develop/design its web site will have a written agreement with that third party in the form prescribed by Metro Search MLS. Metro Search MLS requires that third parties gaining access to the IDX Database sign the standard contract attached. Providing an MLS password to an unauthorized recipient is a serious violation of Metro Search MLS's rules, punishable by a fine determined by the Board of Directors.

IDX DISCLOSURES

Mandatory disclosures

These disclosures are required. With the exception of the copyright notices, the examples that appear here are merely suggestions. If you use these suggestions, you will be assured of compliance with applicable provisions of Metro Search MLS's rules. But you may use language of your own choosing so long as it achieves the same objectives.

- 1) Explanation of data source: Under Metro Search MLS's Rules and Regulations, your web site must display a disclosure indicating the source of IDX Database data on your site. The following disclosure, appearing as a footer on each display page, alongside the Metro Search MLS-approved logo for Internet Data Exchange will satisfy this requirement:

"The data relating to real estate for sale on this web site comes in part from the Internet Data Exchange Program of Metro Search Multiple Listing Service. Real estate listings held by IDX Brokerage firms other than [insert your firm's name here] are marked with the Internet Data Exchange logo or the Internet Data Exchange thumbnail logo and detailed information about them includes the name of the listing IDX Brokers."

- 2) Accuracy disclaimer on other IDXs' listings of Metro Search Rules and Regulations, your web site must display a disclosure indicating that data from other IDXs is "deemed reliable but not guaranteed." Any similar language indicating both that the listing IDX Broker believes the data provided to be accurate but that it does not guarantee the data will be acceptable as an alternative.

Some examples of acceptable alternatives:

Verbose, but more explanatory: "The Broker providing these data believes them to be correct, but advises interested parties to confirm them before relying on them in a purchase decision."

Slightly shorter one: "Listing Broker has attempted to offer accurate data, but buyers are advised to confirm all items."

- 3) Copyright notice: Metro Search MLS's Rules and Regulations, your web site must display Metro Search MLS's copyright notice on any detailed listing data of another IDX. **This notice must appear exactly as in one of these two options:**

Option A: "Copyright nnnn Metro Search Multiple Listing Service. All rights reserved." [Where nnnn is the current year.]

Option B: "© nnnn Metro Search Multiple Listing Service. All rights reserved." [Where nnnn is the current year.] Note, you may not substitute a "c" in parentheses – "(c)" – for the copyright symbol – "©." If your web site cannot display the copyright symbol, you must use option A and spell out the word "Copyright."

Additional recommended disclosures

Display less than all the IDX Database: If you choose to display less than the entire IDX Database, it is probably wise to disclose this on the web site. For example, an IDX may choose to display only those listings from a particular geographic area, in a particular price range, in a particular property type, etc. A disclosure is advisable because:

- 1) The IDX may be advertising the web site as “the most complete compilation of houses for sale on the Internet”; if the IDX is intentionally excluding listings from this “most complete” of compilations, it should disclose that to consumers to avoid claims that its advertising is not giving a true picture.
- 2) If the IDX excludes listings without disclosing to consumers, savvy consumers will note discrepancies between IDX web sites and may begin to distrust your site. A disclosure might look like either of these:

“[Your firm’s name here] participates in Metro Search MLS Internet Data Exchange program, allowing us to display other Broker’s listings on our site. However, [firm name] displays only [listings in particular counties][only condominium listings][exceptional properties (with list prices above \$500,000)].”

“[Your firm name] does not display the entire Metro Search MLS Internet Data Exchange database on this web site.

- 3) Update frequency: If you choose to update data on your site less frequently than daily, Metro Search MLS advises that the site include a disclaimer indicating the frequency and days of update. Alternatively, a “Data last updated: xx/xx/xx” on the search page would be effective. This may be wise even if you *do* update daily. It is a violation of the Kentucky Real Estate Commission Law to advertise a property for sale that is not for sale. If you download a listing record on Monday, the property sells on Tuesday, and you don’t update the data until the next Monday, the property will show as available on your site for five days during which it is not available. It is unclear whether this would be a violation of License Laws; in order to be safe, however, Metro Search MLS recommends that you disclose to consumers the frequency of data updates. For example:

On the data search page: “This data is updated weekly on Saturday nights. Some properties, which appear for sale on this web site may subsequently have sold and may no longer be available.”

On the results page: “This data up-to-date as of [fill in update date here]. For the most current information, contact [your firm name, phone number, and e-mail address].”

Appendix A IDX Logo Use License and Guidelines

The information regarding the official logo use policy and license described. This page provides a simplified summary. To the extent that the terms of the official policy differ from those in this summary, the official policy governs.

SUMMARY OF POLICY PROVISIONS:

This summary examines the official policy.

The service mark logo. This policy only controls the use of the logo (not real estate firm logos, etc)

You have to be an MLS Participant/Subscriber and an IDX participant to use the logo.

You cannot modify the log without Metro Search's permission.

You have to show Metro Search how you're using the logo if asked.

Metro Search is the owner of the logo – period.

You have to be doing business legally and in compliance with Metro Search Rules & Regulations to use the logo.

If we are sued because of your use of the logo, you will reimburse us for defense costs and damages.

If you stop being a participant in IDX, or if we tell you that you are violating this policy, you must immediately stop using the logo.

If you are not authorized to use the logo any more, you cannot adopt another logo for yourself that is confusingly similar to the logo. (If you want to know confusingly similar is, talk with your attorney)

If we have to take you to court to enforce this policy, you agree to pay all our reasonable costs. You agree that we can get an injunction against you, if necessary.

Metro Search IDX Policy Statement

USE OF INTERNET DATA EXCHANGE LOGO/MARK

The Metro Search MLS Internet Data Exchange logo/service mark (the "Mark") is a service mark owned by Metro Search Multiple Listing Service ("Metro Search MLS"). Metro Search MLS has the sole right to authorize use of the Mark in connection with real estate brokerage and/or advertising services. Each participant ("Subscriber") in the Metro Search MLS Internet Data Exchange Program (the "Program") and each member of Metro Search MLS understands and agrees that a Participant/Subscriber, and only a Participant/Subscriber, in the Program is permitted to use the Mark, and such license to use the Mark is subject to compliance with the following terms and conditions:

1. The Mark may be used solely by Participant/Subscribers who are in good standing under the Program guidelines as published and amended from time to time by Metro Search MLS.
2. The Mark shall be used only in the exact form authorized by Metro Search MLS, without any alteration, addition, deletion or other modification in design or color. Metro Search MLS will provide digital and/or camera-ready art for reproduction of the Mark in black and white.
3. The Subscriber shall from time to time, upon request of Metro Search MLS, provide Metro Search MLS with samples of materials bearing the Mark to verify proper use of the Mark.
4. Metro Search MLS is the owner of the Mark and shall retain all ownership rights and interests in the Mark, including without limitation any registrations and/or applications to register the Mark.
5. The Subscriber shall comply with all bylaws and rules and regulations of Metro Search MLS, as well as all applicable laws and governmental regulations, and obtain all necessary governmental approvals and permits, pertaining to the conduct of the business in connection with which the Mark is used.
6. The Subscriber shall indemnify, defend and hold Metro Search MLS harmless from and against any loss, liability, damage, cost or expense (including without limitation attorneys' fees) arising out of or relating to any claims or suits which may be brought or made against Metro Search MLS by reason of the Participant/Subscriber's use of the Mark.
7. The Participant/Subscriber's right to use the Mark shall automatically terminate at any time the Subscriber ceases to be a Subscriber or a member in good standing of Metro Search MLS, or upon written notice by Metro Search MLS in the event the Participant/Subscriber shall violate any provision of this Policy Statement.
8. Upon termination of the Participant/Subscriber's right to use the Mark for any reason, the Participant/Subscriber shall immediately discontinue all use of the Mark. Metro Search MLS may demand that the Participant/Subscriber recall and destroy goods and marketing materials bearing the Mark. Metro Search MLS reserves the right to inform its members and the public that the Participant/Subscriber is no longer entitled to use the Mark.
9. Upon termination of the Participant/Subscriber's right to use the Mark for any reason, the Participant/Subscriber shall not thereafter adopt or use any name, mark, logo or other designation that is a colorable imitation or is likely to be confused with the Mark.

10. Metro Search MLS shall be entitled to collect from the Participant/Subscriber the costs and expenses (including without limitation attorneys' fees) of enforcing this Policy Statement against the Participant/Subscriber. In addition, in the event of any violation of this Policy Statement, Metro Search MLS shall, in addition to all other legal and equitable rights and remedies, have the right to an injunction (without the necessity of posting a bond or other security) against the violator enforcing this Policy Statement.

Appendix B - IDX Available Data Fields

Residential

Acres
Address
Age
Agent Name
Apprx SqFt
Area
Basement
Carport
Central Air Conditioning
City Name
Construction
County
Deck
Dining Area
Eat In Kitchen
First Flr MBR
Fencing
Flood Plain
Formal Dining Rm
Formal Living Rm
Foundation
Garage
Garage # Cars
Garage Attached
Garage Lower Lvl
Great Rm
Handicap Access
Heat Fuel
Heat Type
Hoa Fee
Image count
Kitchen Sz
List Price
Lot SqFt
Lot Size
Miscellaneous
Miscellaneous
Miscellaneous
Miscellaneous
Miscellaneous
ML Number
New Construction
Office Name
Open House Date
Open House Remarks
Open House Remarks
Oth Rm Sz
Patio
Pool
Porch
Remarks
Remarks
Remarks
Remarks
Sewer
State
Style
Subdivision
Total Bdrms
Total Closets
Total Family Rm
Total FBaths
Total Fireplaces
Total Laundry
Total PBaths
Total Rooms
Util Rm Sz
Water
Window Wall # Unit
ZipCode

Apartment

AC Unit
Address
Age
Agent Name
Apprx SqFt
Area
Basement Apts
Central Air Conditioning
City Name
Construction
County
Covered Parking
Flood Plain
Handicap Access
Heat Fuel
Heat Type
Image count
Lease Term
List Price
Lot Size
Miscellaneous
Miscellaneous
Miscellaneous
Miscellaneous
Miscellaneous
ML Number
Open House Date
Open House Remarks
Open House Remarks
Remarks
Remarks
Remarks
Remarks
Remarks
Security Deposit
Separate Meters
Sewer
State
Total Apt Units
Water Heater Fuel
Water Heaters
ZipCode

Land

Acres

Address

Agent Name

Area

City Name

Contour Land

County

Dedicated Rd

Depth

Developed Lot

Electric

Flood Plain

Frontage

List Price

Lot SqFt

Maintained By

Miscellaneous

Miscellaneous

Miscellaneous

Miscellaneous

Miscellaneous

ML Number

Office Name

Remarks

Remarks

Remarks

Remarks

Remarks

Restrictions

Sewer

State

Sub Lot

Subdivision

Survey Avail

Water

ZipCode

Zoning

FORM: Adding/Dropping Internet Data Exchange

This form permits you to opt in or out of the Internet Data Exchange program and to indicate you are considered an Internet Data Exchange Participant/Subscriber (IDX). Becoming a IDX 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. See METRO SEARCH MLS's *IDX Broker Informational Packet* for further details. **This form must be filled out completely and signed by the Designated IDX Broker for your office. There are no exceptions.**

Once you have filled it out and signed it, fax or mail it to Metro Search MLS at 6300 Dutchmans Parkway, Louisville, KY 40205, Fax 502.894.9866

Office Name: _____ Office MLS ID: _____
(For multiple offices, please list each office ID)

Designated IDX Broker: _____ IDX Broker MLS ID: _____

E-mail address: _____

(If you are becoming a IDX, you **must** supply an e-mail address here. This address will be Metro Search MLS's primary means of communicating with you about IDX developments.)

Office Street Address: _____

Office City, ST, ZIP: _____

Office Phone: _____ Office Fax: _____

CHECK ONE OF THESE TWO BOXES. By so doing, you are agreeing to the understandings indicated next to it.

- MY FIRM IS A INTERNET DATA EXCHANGE PARTICIPANT/SUBSCRIBER. I understand that I am hereby giving every other Internet Data Exchange Participant/Subscriber in Metro Search MLS permission to advertise my active MLS listings on its own web site, subject to the Rules and Regulations of Metro Search MLS. Other IDXs are not obliged to display my listings. I authorize Metro Search MLS to distribute my active listing data to other Internet Data Exchange Participant/Subscribers pursuant to its Rules and policies.

- MY FIRM IS NOT AN INTERNET DATA EXCHANGE PARTICIPANT/SUBSCRIBER. I understand that this means that other Internet Data Exchange Participant/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 Metro Search MLS. My firm is not allowed to display the listings of other IDX Brokers unless I receive permission from them individually to do so.

I am the Designated IDX 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.

BROKER Signature: _____

INTERNET DATA EXCHANGE CONTRACT

Access to Internet Data Exchange data feed

Note: This form is a legally binding contract between you and Metro Search MLS.

Simultaneously or prior to submitting this form/contract, you must become an Internet Data Exchange Participant/Subscriber (IDX). See Metro Search MLS's *Internet Data Exchange: IDX Broker Information Packet* for further details. **This form/contract must be filled out completely and signed by an owner of your firm. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to Metro Search MLS at 6300 Dutchmans Parkway, Louisville, KY 40205, Fax 502.984.9866. Metro Search MLS will sign the form/contract and return a copy to you with information on how to access the data feed.

AGREEMENT

This **AGREEMENT** is made and entered into by and among Metro Search, Inc. ("**Metro Search MLS**"), the real estate firm whose name and contact information appear on the signature page of this Agreement designated "Firm Information and Signature" (the "**Firm**"), and the companies/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

Firm wishes to obtain, and Metro Search MLS wishes to provide, data for Firm's web site, including the listing data of other real estate IDX Brokerages participating in Metro Search MLS. Firm may wish to engage Consultants, i.e., other companies or individuals who are not employees of Firm, to perform data downloading, manipulation, and formatting, as well as programming and web design.

DEFINITIONS

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 Participant/Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. Metro Search MLS owns the IDX Data.

Internet Data Exchange Participant/Subscriber or IDX: A Participant/Subscriber who gives permission to other Participant/Subscribers 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 IDX 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 IDX Brokers and appraisers in connection with the sale and appraisal of real property.

Rules: The Rules and Regulations of Metro Search MLS, as amended from time to time, and any operating policies relating to the IDX Data and IDXs promulgated by Metro Search MLS.

Participant/Subscriber: Any real estate IDX Broker, Appraiser, or other real estate related business professional that purchases Multiple Listing Services from Metro Search MLS directly.

Participant/Subscriber 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/Subscribers entered into List-It. Metro Search MLS holds ownership to the Participant/Subscriber Data.

METRO SEARCH MLS'S OBLIGATIONS

1. During the term of this Agreement, Metro Search MLS grants to Firm a license to:
 - a. display the IDX Data on Firm's web site, and
 - b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Firm's web site.
2. During the term of this Agreement, Metro Search MLS agrees to provide to Firm and its Consultants:
 - a. access to the IDX Data via the Internet using (~~"**DATALINK**"~~) *one of the aforementioned data access means*, under the same terms and conditions Metro Search MLS offers to other Participant/Subscribers;
 - b. seven (7) days' advance notice of changes to the file and record formats of the IDX Data; and
 - c. seven (7) days' advance notice of changes to the Rules.

FIRM'S OBLIGATIONS

1. Firm shall comply with the Rules at all times.
2. Firm acknowledges Metro Search MLS's ownership of the copyrights in the Participant/Subscriber Data and the IDX Data.
3. Firm shall comply with the requirements relating to Confidential Information set forth below.
4. In the event that Firm desires to make the IDX Data or the Confidential Information available to any third party, Firm agrees to require such third party to execute this Agreement and become a Consultant.
5. If Metro Search MLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that Metro Search MLS may seek cure from the firm or firms consultants.
6. Firm shall notify Metro Search MLS within five (5) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

CONSULTANT'S OBLIGATIONS

1. If Metro Search MLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Metro Search MLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with Metro Search MLS and act immediately upon notification by Metro Search MLS of an uncured breach by Firm.

2. Each Consultant acknowledges Metro Search MLS's ownership of the copyrights in the Participant/Subscriber Data and the IDX Data.
3. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
4. Each Consultant shall notify Metro Search MLS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

CONFIDENTIAL INFORMATION

"Confidential Information" is information or material proprietary to Metro Search MLS or designated "confidential" by Metro Search MLS 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/Subscriber Data, 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 Metro Search MLS obtains from any third party that Metro Search MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by Metro Search MLS.

Exceptions. The Confidential Information does not include information that:

- a. is in the public domain at the time of disclosure;
- b. is known to the Receiving Party at the time of disclosure;
- c. is used or disclosed by the Receiving Party with the prior written consent of Metro Search MLS, to the extent of such consent;
- d. becomes known to the Receiving Party from a source other than Metro Search MLS without IDX 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 Metro Search MLS; or
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to Metro Search MLS prompt notice of any such order.

Title. The Receiving Party acknowledges that title to the Confidential Information remains at all times with Metro Search MLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by Metro Search MLS.

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.

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 Metro Search MLS 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.

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 Metro Search MLS. If Metro Search MLS 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.

Restrictions on Use – Location restriction. The Receiving Party will not remove the Confidential Information from its principal place of business without Metro Search MLS's prior written consent. In the event Metro Search MLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

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 Metro Search MLS, the Receiving Party will return to Metro Search MLS all Confidential Information and all other materials provided by Metro Search MLS to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of Metro Search MLS, an officer of the Receiving Party will certify in writing that all materials have been returned to Metro Search MLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

The term of this Agreement begins on the "Effective Date" set forth on the "Metro Search MLS Information and Signature Page" below. Metro Search MLS 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. Metro Search MLS's notice to Firm that this Agreement is terminated.

b. Firm's notice to Metro Search MLS that it no longer intends to display IDX Data on its web site.

c. Termination of Firm's privileges as a Participant/Subscriber either by Metro Search MLS or the Affiliated Association from which Firm purchases Multiple Listing Services.

GENERAL PROVISIONS

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.

METRO SEARCH MLS's Remedies. Because of the unique nature of the Participant/Subscriber Data and Confidential Information, Firm and Consultants acknowledge that Metro Search MLS 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 Metro Search MLS for a breach. Metro Search MLS 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 Firm or Consultants or any one of them, without showing or proving any actual damages sustained by Metro Search MLS.

Attorney's fees. If Metro Search MLS 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 Metro Search MLS's reasonable attorney's fees and costs for such legal action.

Limitation of Liability. Metro Search MLS's liability to Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultants to Metro Search MLS, if any, under this Agreement. Firm's and Consultants' only other remedy shall be termination of this Agreement. Metro Search MLS shall not be liable for any incidental or consequential damages under any circumstances, even if Metro Search MLS has been advised of the possibility of such damages. Metro Search MLS shall have no liability for inaccuracies in the IDX Data or the Participant/Subscriber Data.

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.

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.

No Assignment. Neither 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 Metro Search MLS.

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.

Applicable law. This Agreement is governed by and enforced according to the laws of the State of Kentucky.

Firm Information and Signature

Internet Data Exchange Contract entered into on behalf of Firm by:

Signature

Date

Print Name

Title

Firm Name: _____ Firm MLS ID: _____
Designated IDX Broker Name: _____ IDX Broker MLS ID: _____
E-mail address: _____ (You **must** supply an e-mail address here. This address will be Metro Search MLS's principal means of communicating with you for notices under this Agreement.)

Street Address:

City:

ST:

Zip:

Phone: _____ Fax: _____

Agent Information and Signature

Internet Data Exchange Contract entered into by:

Signature

Date

Print Name

Firm Name: _____ Firm MLS ID: _____
Designated IDX Broker Name: _____ IDX Broker MLS ID: _____
E-mail address: _____ (You **must** supply an e-mail address here. This address will be Metro Search MLS's principal means of communicating with you for notices under this Agreement.)

Street Address:

City:

ST:

Zip:

Phone: _____ Fax: _____

Broker's Authorization for Agent Participation

Signature

Date

Print Name

