

HUTCHINSON BOARD OF REALTORS, INC.
Multiple Listing Service

IDX DATA FEED CONTRACT

(Revised 1/2013)

CONTRACT:

Access to IDX Data Feed

Note: This form is a legally binding contract between you and the Hutchinson Board of REALTORS, INC.'s MLS. 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 Hutchinson Board of REALTORS, 4 E. 12th Ave., Hutchinson, KS 67501, Fax: 620-663-4395, or email executiveofficer@hbor.kscoxmail.com. HBOR will sign the form/contract and return a copy to you with information on how to access the data feed.

AGREEMENT

1. This **AGREEMENT** is made and entered into by and among the Multiple Listing Service of the Hutchinson Board of REALTORS, Inc. ("**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

2. Firm wishes to obtain, and MLS wishes to provide, data for Firm's web site, including the listing data of other real estate brokerages participating in 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

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

IDX Database or IDX Data: The current aggregate compilation of all active listings of all IDX Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. MLS owns the IDX Data.

IDX Subscriber: 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 MLS, as amended from time to time, and any operating policies relating to the IDX DATA and IDX Subscribers promulgated by MLS.

Participant: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from the MLS directly.

Participant Data: Data relating to real estate for sale, previously sold or listed for sale, including the IDX Database, and data relating to Participants, entered into the system by Participants and MLS. MLS owns the Participant Data.

MLS'S OBLIGATIONS

4. During the term of the Agreement, 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.
5. During the term of this Agreement, MLS agrees to provide to Firm and its Consultants:
 - a. access to the IDX Data via the Internet using Real Estate Transaction Standard ("RETS"), under the same terms and conditions MLS offers to other 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

6. Firm shall comply with the Rules at all times.
7. Firm acknowledges MLS's ownership of the copyrights in the Participant Data and IDX Data.
8. Firm shall comply with the requirements relating to Confidential Information set forth below.
9. 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.
10. If MLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that MLS may seek cure from the Consultants, or any one of them.
11. Firm shall notify 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

12. If MLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, MLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with MLS and act immediately upon notification by MLS of an uncured breach by Firm.
13. Each Consultant acknowledges MLS's ownership of the copyrights in the Participants Data and IDX Data.
14. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
15. Each Consultant shall notify MLS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.
16. Consultant agrees to pay all fees as set by the Hutchinson Board of REALTORS.

CONFIDENTIAL INFORMATION

17. **"Confidential Information"** is information or material proprietary to MLS or designated "confidential" by 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 Data and IDX Data, except 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 MLS obtains from any third party that MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by MLS.
18. **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 MLS, to the extent of such consent;
 - d. becomes known to the Receiving Party from a source other than 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 MLS; or
 - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to MLS prompt notice of any such order.
19. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with MLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by MLS.
20. **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.
21. **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 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.
22. **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 MLS. If 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.
23. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without MLS's prior written consent. In the event MLS grants consent, the Receiving party is not relieved of any of its obligations under this Agreement.
24. **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 MLS, the Receiving Party will return to MLS all Confidential Information and all other materials provided by 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 MLS, an officer of the Receiving Party will certify in writing that all materials have been returned to MLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

25. The term of this Agreement begins on the "Effective Date" set forth on the "MLS Information and Signature Page" below. 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. MLS's notice to Firm that this Agreement is terminated.
 - b. Firm's notice to MLS that it no longer intends to display IDX Data on its web site.
 - c. Termination of Firm's privileges as a Participant by. MLS.
 - d. Non-payment of any fees associated with the IDX Program

GENERAL PROVISIONS

26. **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.
27. **MLS's Remedies.** Because of the unique nature of the Participant Data and Confidential Information, Firm and Consultants acknowledge that MLS would suffer irreparable harm in the event that any of them breaches its obligations under this Agreement, and that monetary damages would be inadequate to compensate MLS for a breach. 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 MLS.
28. **Attorney's fees.** If 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 MLS's reasonable attorney's fees and costs for such legal action.
29. **Limitation of Liability.** MLS has no liability to Firm and Consultants for damages under this Agreement, whether in contract or tort. Firm's and Consultants' only remedy shall be termination of this Agreement. MLS shall not be liable for any incidental or consequential damages under any circumstances, even if MLS has been advised of the possibility of such damages. MLS shall have no liability for inaccuracies in the IDX Data and Participant Data.
30. **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.
31. **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.
32. **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 MLS.

33. **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.
34. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Kansas.

[The remainder of this page is left blank intentionally.]

IDX Contract

Participant/Agent Information and Signature Form

Firm Name: Keller Williams Hometown Partners, LLC

Agent/Participant Name:

*E-mail Address:

*MLS will use e-mail as the primary communication tool and the e-mail address must be supplied.

Firm Street Address: 429 South 119th St W

Firm City, ST, ZIP: Wichita, KS 67235

Firm Phone: 316-729-8500 Fax: 316-722-6111

Agent Cell phone:

Are you using a Consultant? Yes No Name of Consultant:

Market Leader, Inc

Contact Name & email address: Brian Carlson - IDXApprovals@MarketLeader.com

*If yes, please return Consultant Information & Signature form in addition to this form.

User has elected to apply for the Smart Frame solution and pay a \$25.00 non-refundable set-up fee.

User has elected to apply for RETS Access and pay a \$500.00 non-refundable set-up fee.

The MLS Listing Data will be displayed on the following website:

*Please supply the URL of the website where the IDX data will display

Entered into on behalf of Firm by:

Signature *Kit Corby*

Printed Name Kit Corby Date 3/4/19

Signature of Agent/Participant *Kit Corby*

Print Name Kit Corby Date 3/4/19

The User agrees to pay a non-refundable set-up fee. The set-up fee must be attached. MLS Participant authorizes MLS to provide IDX access to the agent listed on this form. The Participant also agrees to be held Responsible for Participant and agent's compliance with all IDX Rules and Regulations. Failure to comply with IDX Rules and Regs could result in termination of data feed.

User agrees to notify the MLS at executiveofficer@hbor.kscoxmail.com upon completion of website. MLS must approve the IDX site prior to the site's release to the public.

IDX Contract

Consultant Information and Signature

Please check ONLY ONE:

I elect the RETS data feed

Consultant (company or individual) Name: Market Leader, Inc

E-mail address: MLSAapprovals@MarketLeader.com

Web Site address: www.MarketLeader.com

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

Consultant Street Address: 110 110th Ave NE Ste. 700

Consultant City, ST, ZIP: Bellevue, WA 98004

Phone: 877-450-0088 Fax: 425-952-6598

Name of Brokerage/Agent you are working with: Keller Williams Hometown Partners LLC

Address of Brokerage/Agent: 429 S. 119th St W.

Contact Name & e-mail address: Kit Corby K.C@the.corbygroup.com

Brokerage/Agent Website Address (URL): _____

NOTICE TO CONSULTANT: The MLS requires the Consultant to sign a Contract with each firm/individual for whom IDX service is provided.

Entered into on behalf of Consultant by:

Signature Brian Carlson
Digitally signed by Brian Carlson
DN: cn=Brian Carlson, o,cu,
email=brianca@marketleader.com, c=US
Date: 2014.05.27 11:32:58 -0700

Printed name Brian Carlson

Title Product Support Specialist

Date 5/27/14

NOTE TO CONSULTANT: Be sure to enter into this Access to IDX data feed contract with MLS and every real estate broker to which you provide services. If you sign only one request and that Firm's access to the IDX Data is terminated, you will not be able to get the data for your other clients. By signing this agreement, Consultant agrees to comply with all the Rules & Regulations governing this program. Failure to comply with these Rules & Regulations will result in termination of access to the MLS data.

Consultant agrees to notify MLS at executiveofficer@hbor.kscoxmail.com immediately upon completion of website. The MLS must approve all IDX content on the website prior to the sites release to the public release.

IDX Contract
MLS Information and Signature

MLS Name: HUTCHINSON BOARD OF REALTORS, INC.

E-mail address: executiveofficer@hbor.kscoxmail.com

Address: 4 E. 12th Ave., Hutchinson, KS 67501

Phone: 620-663-4861 Fax: 620-663-4395

Entered into on behalf of MLS by:

Signature _____

Print name _____

Title _____

Date _____