



IDX Data Access Agreement

Internet Data Exchange (IDX) Data Access Agreement

Note: This is a legally binding contract between you, your IDX Consultant, and Realcomp. Simultaneously or prior to submitting this Agreement, you/your Designated REALTOR® must become an Internet Data Exchange Participant (IDXP) by opting into IDX via Realcomp's business website. (<https://realcomp.moveinmichigan.com/Links/DR-Broker-Links/Listing-Distribution>)

This Agreement must be filled out completely and signed by the applying Realcomp Subscriber, the Designated REALTOR® of your Office (if different), and your IDX Consultant. There are no exceptions. Once completed and signed, return this entire contract to: IDXSupport@Realcomp.com. Realcomp will send information regarding approval and how to access the data.

Section 1 - AGREEMENT

1.1 This **AGREEMENT** is made and entered into by and among Realcomp II Ltd. (**Realcomp**), the Realcomp Subscriber (**IDX Subscriber**) and their Designated REALTOR®, if different, whose name(s) and contact information appear on the signature page of the Agreement designated "Information Data Exchange (IDX) Subscriber Information and Signature", and the company/individual whose name and contact information appear on the signature pages of this Agreement designated "Internet Data Exchange (IDX) Consultant Information and Signature" (**IDX Consultant**).

Section 2 - RECITALS

2.1 IDX Subscriber wishes to obtain for IDX Consultant use, and Realcomp wishes to provide, data for IDX Subscriber's website(s), mobile application(s), and/or other approved IDX display(s) (collectively, "**IDX Display**"), including the listing data of other real estate brokerages participating in Realcomp and Realcomp's participating data share partners.

Section 3 - DEFINITIONS

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

3.1 **Agent:** a member of the National Association of REALTORS® (REALTOR®) with a state license to appraise or represent a buyer or a seller in a real estate transaction that is licensed to a Participant who subscribes to the Realcomp Multiple Listing Service.

3.2 **Brokerage:** a collection of Offices and Users under the control of a single Designated REALTOR®.

3.3 **Designated REALTOR®:** any REALTOR® who is a principal, corporate officer, or branch office manager acting on behalf of a principal who participates in the Realcomp Multiple Listing Service by agreeing to conform to the rules and regulations thereof.

3.4 **Internet Data Exchange Subscriber or IDX Subscriber:** the real estate individual who meets the definition of Subscriber, as defined in this contract, and whose name and contact information appear on the signature page of this agreement in the section designated "Internet Data Exchange (IDX) Subscriber Information and Signature".

3.5 Internet Data Exchange User or IDX User: a duly licensed real estate agent or appraiser who is also a REALTOR® under a Participant, who participates in the Realcomp Multiple Listing Service by meeting the requirements thereof, and is permitted to display IDX Data on approved subdomains and their custom URLs under the approval of an IDX Subscriber.

3.6 Internet Data Exchange Database or IDX Data: the current aggregate compilation of all on market, pending, and sold listings of all Internet Data Exchange Participants except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. IDX Data is Proprietary Information.

3.7 Internet Data Exchange Participant or IDXP: a Designated REALTOR® who gives permission to other Participants to display its on market, pending, and sold listings on their websites in return for their permission to advertise their listings on its own websites.

3.8 Multiple Listing Service or MLS: a means for collecting and disseminating information about real property that is or has been for sale. 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.

3.9 Participant: any REALTOR® who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal who participates in the Multiple Listing Service by agreeing to conform to the rules and regulations thereof. For purposes of this Agreement, "Participant" may also be a non-principal broker or sales licensee affiliated with a principal who operates an IDX display with the principal's consent.

3.10 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, Subscribers, and Users, entered into Realcomp's system by Participants, Subscribers, and Realcomp.

3.11 Rules: the Rules and Regulations of Realcomp, as amended from time to time, and any operating policies relating to the IDX Data and IDXP's promulgated by Realcomp.

3.12 Staff: any non-licensed employees, agents, representatives, or contractors of Realcomp, IDX Subscriber, or IDX Consultant.

3.13 Subscriber: a duly licensed real estate broker, agent, or appraiser who is also a REALTOR® and who participates in the Realcomp Multiple Listing Service by meeting the requirements thereof.

3.14 User: a duly licensed real estate agent or appraiser who is also a REALTOR® under a Participant, who participates in the Realcomp Multiple Listing Service by meeting the requirements thereof.

Section 4 - REALCOMP'S OBLIGATIONS

4.1 During the term of this Agreement, Realcomp grants to IDX Subscriber and IDX Consultant a license to:

- a. display the IDX Data on IDX Subscriber's IDX Display, as approved by Realcomp, and all approved subdomains and custom URLs thereof; and

b. create and retain copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on IDX Subscriber's approved IDX Display, approved subdomains, and custom URLs.

4.2 During the term of this Agreement, Realcomp agrees to provide to IDX Subscriber and IDX Consultant:

a. access to the IDX Data via the Internet using Realcomp's API ("API") under the same terms and conditions Realcomp offers to other IDX Subscribers and IDX Consultants;

b. seven (7) days advance notice of changes to the Rules; and

c. seven (7) days advance notice of changes to the IDX Data.

4.3 During the term of this Agreement Realcomp agrees to support the accuracy, timeliness, and availability of data in a commercially reasonable manner.

Section 5 – IDX SUBSCRIBER'S OBLIGATIONS

5.1 IDX Subscriber shall comply with the Rules at all times.

5.2 During the term of this Agreement, IDX Subscriber shall remain a full Subscriber to Realcomp's services in good standing.

5.3 IDX Subscriber acknowledges Realcomp's proprietary interests in the Participant Data and the IDX Data.

5.4 IDX Subscriber acknowledges it is responsible to work with IDX Consultant to make the IDX Data accessible and searchable via IDX Subscriber's website or mobile application.

5.5 IDX Subscriber shall comply with the requirements relating to Proprietary Information set forth below.

5.6 If Realcomp notifies IDX Subscriber of a breach of the Rules or this Agreement and IDX Subscriber does not immediately cure such breach, IDX Subscriber agrees that Realcomp may seek cure from IDX Consultant.

5.7 IDX Subscriber shall notify Realcomp within five (5) business days of any change to the information relating to IDX Subscriber on the Internet Data Exchange (IDX) Subscriber Information and Signature page.

Section 6 – IDX CONSULTANT'S OBLIGATIONS

6.1 IDX Consultant shall comply with the Rules at all times.

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

6.3 IDX Consultant acknowledges Realcomp's proprietary interests in the Participant Data and the IDX Data.

6.4 IDX Consultant acknowledges that it is responsible for all downloading, storage, and programming necessary to display IDX Data on IDX Subscriber's and IDX User's website(s) or mobile application(s).

6.5 IDX Consultant shall comply with the requirements relating to Proprietary Information set forth below.

6.6 IDX Consultant shall notify Realcomp within five (5) business days of any change to the information relating to it on the Internet Data Exchange (IDX) Consultant Information and Signature page.

6.7 IDX Subscriber control of access, display, and Rules-compliant IDX Subscriber, IDX User, and Office branding are required if IDX Consultant wishes to offer IDX Display sites or other applications to Realcomp Subscribers and Users.

6.8 IDX Consultant shall submit all IDX User, subdomain, and custom URL requests to Realcomp for approval on the "IDX User, Subdomain, and Custom URL Approval Request" form, provided by Realcomp. IDX Consultant agrees no Realcomp IDX display(s) shall be enabled until IDX Display Approval has been granted by Realcomp.

6.9 Each IDX Consultant shall re-validate each and every IDX Subscriber and IDX User against current API roster data on a weekly basis to confirm their active Realcomp status. IDX Consultants shall provide Realcomp IDX Display only to IDX Subscribers and IDX Users who are currently designated as active with Realcomp and shall immediately suspend the IDX Display of any ineligible IDX Subscriber or IDX User.

6.10 IDX Consultant shall provide Realcomp with an updated Realcomp IDX Subscriber and IDX User list within the first two (2) weeks of the beginning of each quarter (Jan, Apr, Jul, Oct) and immediately upon request by Realcomp. The list must identify every IDX Display provided by IDX Consultant for all IDX Subscribers and IDX Users, including all subdomain websites, custom URLs, and multiple URLs pointing to the same destination.

Section 7 - PROPRIETARY INFORMATION

7.1 "**Proprietary Information**" is information or material proprietary to Realcomp or designated "Proprietary", "Confidential", or the like by Realcomp and not generally known to the public, that IDX Subscriber, IDX Users, IDX Consultant, or any one of them ("**Receiving Party**") may obtain knowledge of or access to as a result of access under this Agreement. Proprietary 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, 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 Realcomp obtains from any third party that Realcomp treats as proprietary or designates as Proprietary Information, whether or not owned or developed by Realcomp.

7.2 Exceptions. The Proprietary Information does not include information that:

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

7.3 Title. Receiving Party acknowledges that title to the Proprietary Information remains at all times with Realcomp or with the third parties in whom title existed prior to this Agreement or prior to disclosure by Realcomp.

7.4 Restrictions on Use – Scope of Use. Receiving Party will use or access the Proprietary Information only as expressly permitted under this Agreement and the Rules, and Receiving Party will not use its access or the Proprietary Information for any other purpose except for the purposes permitted hereunder. Receiving Party will at all times protect the MLS Content and all Proprietary Information from disclosure using strict safeguards and methods approved by Realcomp, which are at least as rigorous as those it uses to protect its own trade secrets, and no less than those employed by Realcomp to protect the data within its care.

7.5 Restrictions on Use – Unauthorized Uses. Receiving Party will not make copies of the Proprietary Information. Receiving Party will not directly or indirectly disclose, display, provide, transfer, or otherwise make available the Proprietary Information to any person or entity, unless Receiving Party has received prior written consent of Realcomp to do so. At no time and under no circumstances will Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Proprietary Information. Receiving Party will not incorporate the Proprietary Information into any other work or product.

7.6 Restrictions on Use – No Third-Party Access. Only Receiving Party's own Staff will access the Proprietary Information. Receiving Party will not provide access to the Proprietary Information to third parties, including other consultants or independent contractors, without the prior written from Realcomp.

7.7 Restrictions on Use – Location Restriction. Receiving Party will not remove the Proprietary Information from its principal place of business or from its secured and access-controlled Cloud-based system without Realcomp’s prior written consent.

7.8 Termination and Return of Materials. Within five (5) days of the termination of this Agreement or receipt of notice of termination by Realcomp, whichever comes first, Receiving Party will return to Realcomp all Proprietary Information and all other materials provided by Realcomp to Receiving Party. Receiving Party will also erase, delete, or destroy any Proprietary Information stored on magnetic media or other computer storage, including system backups. Upon request of Realcomp, an officer of Receiving Party will certify in writing that all materials have been returned to Realcomp and all magnetic or computer data has been destroyed.

Section 8 - TERM AND TERMINATION

8.1 The term of this Agreement begins on the “Effective Date” set forth on the “Internet Data Exchange (IDX) Realcomp Information and Signature” page below. Realcomp has the right at any time and at its sole discretion to terminate this Agreement.

8.2 This Agreement shall terminate immediately upon the occurrence of any of the following events:

- a. Realcomp’s written notice to IDX Subscriber and IDX Consultant that this Agreement is terminated;
- b. IDX Subscriber’s written notice to Realcomp that it no longer intends to offer the herein approved IDX display;
- c. IDX Consultant’s written notice to Realcomp that it is no longer providing an IDX display for IDX Subscriber;
- d. designation of IDX Subscriber’s Realcomp status as Inactive or not in good standing for a period of ten (10) or more consecutive business days;
- e. termination of IDX Subscriber’s privileges either by Realcomp or the Affiliated Shareholder Association from which IDX Subscriber subscribes to Realcomp’s Multiple Listing Services; or
- f. termination of IDX Consultant’s data access.

8.3 Absent the termination of this Agreement as otherwise provided herein, the Term of this Agreement shall be one (1) year, commencing on the Effective Date, and shall be automatically renewed for additional one (1) year periods unless any party shall notify the other parties of its intention to terminate this Agreement in writing.

Section 9 - GENERAL PROVISIONS

9.1 Survival of Obligations. The obligations of IDX Subscriber set forth under “IDX Subscriber’s Obligations” above and the obligations of IDX Consultant under “IDX Consultant’s Obligations” above shall survive the termination or expiration of this Agreement.

9.2 Realcomp’s Remedies. Because of the unique nature of the Participant Data and Proprietary Information, IDX Subscriber and IDX Consultant acknowledge that Realcomp 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 Realcomp for a breach. Realcomp 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 Subscriber, IDX Consultant, or any one of them, without showing or proving any actual damages sustained by Realcomp.

9.3 Attorney’s Fees. If Realcomp 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 Realcomp’s reasonable attorney’s fees and costs for such legal action.

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

9.5 Notice. All notices to be given under this Agreement shall be mailed or electronically mailed to the parties at their respective addresses set forth below or such other addresses of which any party may advise the other in writing during the term of this Agreement.

9.6 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.

9.7 No Assignment. Neither IDX Subscriber, nor IDX Consultant, 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 Realcomp.

9.8 Entire Agreement. The 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.

9.9 Applicable Law. This Agreement is governed by and enforced in accordance with the laws of the State of Michigan.

Internet Data Exchange (IDX)

Subscriber Information and Signature

Participation in IDX requires that the office(s) listed below must opt-in for IDX listing display, which is available on the Realcomp website (<https://realcomp.moveinmichigan.com>) to all Designated REALTORS®. From the Links menu select: DR/Broker Links, then Listing Distribution.

*Subscriber Name *Subscriber Email

*Subscriber State Real Estate License Number *Subscriber Realcomp Login ID *Subscriber Direct Phone

*Website URL(s), mobile application name(s), and all other location(s) of IDX Data Display

*Office Name *Office State License Number
(Should this form apply to other branch offices in your brokerage? If so, please attach a separate page with a list of the offices and license numbers to which this form should apply.)

*Office Street Address, City, State, Zip

*Office Phone Office Fax
**=Required*

I am the Subscriber whose license number appears above; I represent that I am in good standing and have authority to execute this form.

I understand that I will be charged \$15.00 per month for Access to the IDX Data. I also agree to abide by the Realcomp II Ltd. IDX Rules and Regulations as provided: https://realcomp.moveinmichigan.com/Portals/0/Products_Services/idxrules.pdf and all other applicable Rules and Regulations.

*Subscriber Signature *Date

Below to be completed by Designated REALTOR®/office broker, if different from the above:

*Designated REALTOR® (DR) Name *DR Email

*DR State Real Estate License Number *DR Realcomp Login ID *DR Phone

I am the Designated REALTOR® (DR) whose office license number appears above. I hereby grant permission for my agent to display the IDX Data.

I understand that my agent will be charged \$15.00 per month for access to the IDX data. I also agree to the Realcomp II Ltd. Rules and Regulations as provided: https://realcomp.moveinmichigan.com/Portals/0/Products_Services/idxrules.pdf and all other applicable Rules and Regulations.

*Designated REALTOR® (DR) Signature *Date

DR Initial for optional agreement:

_____ I grant permission for this Subscriber to share their IDX approval and establish subdomain websites for other agents within my brokerage.
 (Initials)

**=Required, if Subscriber is not the office broker*

Internet Data Exchange (IDX) Consultant Information and Signature – Page 1

Notes to Subscriber:

This form must be completed by the company/individual who will be developing, custom programming, and hosting the IDX Data display for your website(s), mobile application(s), or other electronic display(s).

If all programming will be done by IDX Subscriber, then IDX Subscriber must complete this form.

*Consultant Company Name

*Consultant Company Address, City, State, Zip

*Consultant Company Email

*Consultant Company Phone

*Technical Contact Name

*Technical Contact Email

Entered into on behalf of Consultant by:

*Consultant Signature

*Date

*Consultant Print Name

*Title

**=Required*

Internet Data Exchange (IDX)

Consultant Information and Signature – Page 2

NOTES TO IDX CONSULTANT:

1. *Be sure to complete one copy of this IDX Data Access Agreement with Realcomp for every real estate IDX Subscriber to which you provide services. If you sign only one and that IDX Subscriber's access to the IDX Data is terminated, you will not be able to get the data for your other clients.*
2. *Remember you must provide Realcomp with an updated Realcomp IDX Subscriber and IDX User report within the first two weeks of each quarter (Jan, Apr, Jul, Oct) and immediately upon Realcomp's request.*
3. *Remember you must re-validate each and every IDX Subscriber and IDX User on a weekly basis to confirm their active Realcomp status. You may only provide IDX Display to IDX Subscribers and their approved IDX Users who are currently active with Realcomp; Realcomp IDX Display must be removed from any ineligible IDX Subscriber or IDX User's website immediately.*
4. *Realcomp has partnered with ListTrac to provide our subscribers with real-time online analytics related to their listings. Realcomp is requiring that the ListTrac monitoring code be included in the listing detail page of all Realcomp IDX Data displays. Please register using the following link: <http://realcomp.listtrac.com/admin/register>. After registering/logging in, you will be directed to a "Developers" area that guides you through the implementation steps. If you have any technical questions related to the implementation, please contact ListTrac directly at support@listtrac.com.*
5. *Realcomp has partnered with Workforce Resource® to offer its subscribers a service called Down Payment Resource (DPR) that helps connect eligible homebuyers and eligible properties with programs for down payments, grants, closing costs, tax credits, and more. IDX Subscribers and IDX Users can embed this tool into their IDX websites. With Down Payment Resource installed, websites can identify for consumer visitors the same DPR-eligible properties as available in Realcomp's MLS platforms, enhancing both the end user's experience and brokers' and agents' marketing reach. IDX Subscribers and IDX Users receive leads from interested consumers, the delivery of which is handled by the DPR system once installed on a website. Setup is simple and instructions are available at <http://realcomp.moveinmichigan.com/Products-Services/Services-Products/Down-Payment-Resource>. Please use this guide to install the DPR IDX tool for Realcomp IDX Subscribers and IDX Users.*

Realcomp has incorporated the DPR field in the API data. The System Name "DownPaymentResourceYN" is a Y/N lookup that identifies properties that may qualify for down payment programs. For DPR technical assistance please contact SeanM@DownPaymentResource.com.

Internet Data Exchange (IDX) Realcomp Information and Signature

*Date Approval Effective

*Realcomp Signature

*Date

*Printed Name

*Title

Realcomp Contact Information

Technical Support

EMAIL: idxsupport@realcomp.com

Accounting

PHONE: 248-553-3430, option #5

EMAIL: billing@realcomp.com