IDX Paperwork Cover Sheet

IMPORTANT

This cover sheet MUST be filled out and returned via Email or Fax with your IDX paperwork. If this cover sheet is not included your IDX may not be approved and set-up properly.

_____
How To Return

Scan & Email Cover Sheet & Paperwork to: IDXAdmin@z57.com

Fax Cover Sheet and Paperwork to: (858) 430-5599
_____
Please Print Clearly

First Name:_____(REQUIRED)

Last Name:_____(REQUIRED)

Email Address:_____(REQUIRED)

Domain Name:_____(REQUIRED)
IF FACEBOOK PREMIUM CLIENT, PLEASE USE YOUR FACEBOOK BUSINESS PAGE URL AS THE DOMAIN NAME

MLS Agent ID:_____(REQUIRED)

Office ID:_____

Third Party Data Access Agreement

This Agreement is made and entered into as of ___07/05/2013_____, by and between MarketLinx, Inc. (the "Company") and ___Constellation Web_____ (the "Recipient").

The Company provides MLS software to a Real Estate Board or Association (the "Client") and the Client controls the access and data use policies of their MLS data ("Client Data"). The Recipient desires to make use of Client Data that is maintained by the Company's MLS system software (TEMPO™). Actual connection by the Recipient to a specific Client installation must be approved by that Client.

To support this effort, the Recipient may gain information concerning the Company's proprietary MLS system software and/or any other proprietary information deemed confidential by the Company ("Company Information"). The Company considers such information to be confidential and requires that the Company Information be used by the Recipient solely for the purpose described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the Company and Recipient agree as follows:

1) **Confidentiality**. The Company Information will be made available and disclosed to Recipient pursuant to this Agreement only to the extent such may be necessary to utilize Client Data. Recipient shall keep and maintain the Company Information secret and confidential. Recipient shall not, directly or indirectly, without the prior written authorization of the Company, use the Company Information for its own benefit or business purpose or for purposes other than as specifically allowed by this Agreement, or disclose or make available to any third party the Company Information. The Company Information shall be and remain the sole, absolute and exclusive property of the Company. Upon the conclusion of its use or examination of the Company information, Recipient will return to the Company all of the Company Information.

2) **Exhibit 1**. As Exhibit 1 to this Agreement, Recipient has provided a written statement of Recipient's intended use of Client Data. Recipient acknowledges that signing this Agreement will allow the Company to disclose Exhibit 1 to any of the Company's Clients and they will use this information to make a decision whether to grant access to their data.

3) **Use of Client Data**. Regardless of how the Client Data is received (RETS, IDX or other means), the Recipient acknowledges that they do not own the Client Data and are permitted to use the Client Data only as described in Exhibit 1 and for no other purpose. They further agree to follow all Client rules and policies regarding use of Client Data as provided to Recipient by Client. The Client may execute an additional Exhibit 1 with the Recipient that would take precedence over the Exhibit 1 attached to this document

4) **Company Support**. Under the terms of this Agreement, the Company will provide to the Recipient any standard documentation required in the conduct of business and ensure that servers are functional and operating correctly. This agreement does not include the training of Recipient employees on how to get and/or use data or promoting product or service of Recipient.

5) **Live feed Responsibility**. The Recipient agrees to use their best efforts to reduce server loads for live data feeds such as RETS. If in the Company's judgment the Recipient's queries are causing unreasonable loads on the servers, the Recipient agrees to make modifications to their queries or pay for the increased server capacity needed to support their existing queries.

6) **Breach and Remedies.** In the event of a breach or threatened breach of any of the provisions of this Agreement, the Recipient acknowledges and agrees that neither the Company nor the Client will have an adequate remedy at law and shall therefore be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief without the necessity of providing damages, posting any bond or other security, and without prejudice to or diminution of any other rights or remedies which may be available at law or in equity. In addition, both the Company and the Client may exercise any and all other remedies available to them as a result of the breach of this Agreement by the Recipient.

7) **Miscellaneous.** This Agreement and attached Exhibit 1 contain the entire agreement between the parties hereto and supersede any prior agreements, representations, understandings or promises relating to the subject matter hereof. Modification, amendment, supplement or waiver of any of the provisions of this Agreement or Exhibit 1 shall be effective unless in writing and executed by each of the parties hereto. The waiver of any provision of this Agreement or Exhibit 1 shall not prohibit any subsequent enforcement of that provision. This Agreement and Exhibit 1 shall be binding upon and shall inure the benefit of the legal representative and successors-in-interest of the parties hereto, except that neither party hereto shall assign any of its rights or obligations hereunder without the prior written consent of the other party hereto.

8) **Controlling Law**. This Agreement and the rights and obligations contained herein shall be construed and interpreted for all purposes in accordance with the laws of the State of Tennessee. The sole and exclusive venue for any litigation relating to or arising out of this Agreement shall be a state or federal court in Knox County, Tennessee, and the parties hereby consent to the jurisdiction of such courts.

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

COMPANY:

By: _____
(Signature)

_____
(Print Name)

Title: _____
(Print Title)

Company Address:_____

_____

Phone: _____

E-mail: _____

RECIPIENT: Constellation Web Solutions

By: _____
(Signature)

___Nik Basta_____
(Print Name)

Title: ___Director Client Services_____
(Print Title)

Company Address: ___6737 W Washington #2120____

_____West Allis, WI 53214_____

Phone: ___425-636-6910_____

E-mail: ___brokersolutions@constellationws.com

Honolulu Board of Realtors®
1136 12th Ave., Suite 200 Honolulu, HI 96816

Credit Card Payment Form

(Please fax all payments to HBR at 732-8732)

==Date:== _____

Payment type *(please select one)*:

IDX ☐   *RETS* ☑

Method of payment *(please select one)*:

Visa ○   *MasterCard* ○   *AMEX* ○   *Discover* ○

Card number: _____ CVV#: _____ Exp. Date: _____

Name (as appears on card): _____

Payment amount: _____

Signature: _____

==Member Information:==

_____   _____
Name   HBR Member Number

_____
Address

_____   _____   _____
City   State   Zip

_____   _____
Telephone   Fax

Special instructions/notes: