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:_____

Multiple Listing Service of Catawba Valley, Inc.
Participant Data Access Agreement

This **AGREEMENT** is made and entered into by Multiple Listing Service of Catawba Valley, Inc. ("**MLSCV**"), with offices at 408 Second Ave. NE, Hickory, NC 28601; the brokerage firm identified in the section marked "Firm" on the signature page below ("**Firm**"); the Broker Associates affiliated with Firm that are identified on the signature page and in Exhibit A, if any (collectively the "**Broker Associate Party**"); and the individual or business association identified as "Consultant" on the signature page below ("**Consultant**").

DEFINITIONS

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

Broker Associate: Any person holding a real estate license in North Carolina who is not a Participant (as the term is defined in the MLS Policies) but who is subject to a Participant's supervision under the laws of North Carolina.

Confidential Information: "Confidential Information" means information or material proprietary to a party or designated "confidential" by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all MLSCV Data, except to the extent to which this Agreement and the MLSCV Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that MLSCV obtains from any third party that MLSCV treats as proprietary or designates as Confidential Information, whether or not owned or developed by MLSCV; (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive; and (e) any claims and evidence presented by any party in any arbitration under this Agreement. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

Data Interface: The transport protocols and data storage formats provided by MLSCV for use by Firm, Broker Associate Party, and Consultant; MLSCV may modify the Data Interface in its sole discretion from time to time.

Firm Internal Use: Any use of those portions of the MLSCV Data relating to Firm's own listings; and any use of those portions of the MLSCV Data relating to listings of Participants other than Firm that exposes MLSCV Data only to Firm-Related Persons and to Broker Associates affiliated with Firm, subject to the MLSCV Policies.

Firm-Related Persons: Consultant, if any, and employees of Firm who are not Broker Associates or broker/managers.

IDX: Use and display of portions of the MLSCV Data under the Internet Data Exchange provisions of the MLSCV Policies.

MLSCV Data: Data relating to real estate for sale, previously sold, or listed for sale and data relating to MLSCV Participants (including text, photographs, and all other data formats now known or hereafter invented) entered into MLSCV's databases by MLSCV Participants and MLSCV, or on their behalf.

MLSCV Policies: MLSCV's Rules and Regulations, as amended from time to time, and any operating policies promulgated by MLSCV.

Participant: This term has the meaning given to it in the MLSCV Policies. For purposes of this Agreement, "Participant" does not apply to participants of MLSs other than MLSCV. Where applied in this Agreement to Participants other than Firm, "Participant" also includes Broker Associates affiliated with those Participants for whom the Participants are responsible under the laws of the State of North Carolina.

Second-Level Domain: "Second Level Domain" has the meaning given to it in this paragraph. "URL" means a web address, including the "http://" and any material appearing after a slash in the address. "Domain Name" means a URL, less the "http://" and any material appearing to the right of the first '/' in the address. (So for example, in the URL "Http://janesmith.abcrealty.com/homepage.html", the Domain Name is "JANESMITH.ABCREALTY.COM".) "Top Level Domain" means the portion of the Domain Name to the right of the right-most period. (In the example, "COM".) "Second Level Domain" means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top Level Domain. (In the example, "ABCREALTY.COM".) "**Third Level Domain**" means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any, plus the Second Level Domain. (In the example, "JANESMITH.ABCREALTY.COM".).

VOW: Use and display of portions of the MLSCV Data under the Virtual Office Website (VOW) provisions of the MLSCV Policies.

MLSCV'S OBLIGATIONS

2.   MLSCV grants to Firm and Broker Associate Party a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the MLSCV Data, during the term of this Agreement, only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement; any other use of the MLSCV Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. MLSCV retains all rights not expressly granted herein.

3.   MLSCV agrees to provide to Firm (and Broker Associate Party, where applicable) and Consultant, during the term of this Agreement, (a) access to the MLSCV Data via the Data Interface under the same terms and conditions MLSCV offers to other MLSCV Participants; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the MLSCV Policies. MLSCV does not undertake to provide technical support for the Data Interface or the MLSCV Data.

FIRM'S OBLIGATIONS

4.   Firm and Broker Associate Party shall comply with the MLSCV Policies at all times. In the event of any perceived conflict between the MLSCV Policies and this Agreement, the MLSCV Policies shall prevail and govern.

5.   Firm and Broker Associate Party may use the MLSCV Data obtained under this Agreement for Firm Internal Use, IDX, and VOW use only. Any other use is strictly prohibited. Firm and Broker Associate Party shall not make the MLSCV Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Firm and Broker Associate Party may display the MLSCV Data on a web site available to the public only to the extent permitted by the MLSCV Policies and then only on a site or sites resident at the second-level and third-level domain(s) indicated on the signature page and in Exhibit A of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

6.   Firm and Broker Associate Party acknowledge that ownership and use rights relating to copyrights in the MLSCV Data are defined in the MLSCV Policies or in the terms of the participant and subscriber agreements between MLSCV Firm and Broker Associate Party, or both. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7.   If MLSCV notifies Firm or Broker Associate Party of a breach of the MLSCV Policies or this Agreement and Firm or Broker Associate Party

does not immediately cure the breach, Firm and Broker Associate Party shall hold Consultant harmless from any liability arising from Consultant's cooperation with MLSCV under Paragraph 10.

8.   Firm shall pay the fees that MLSCV customarily charges other MLSCV Participants for data access. Firm acknowledge receipt of MLSCV's current schedule of such fees. MLSCV may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Firm. Firm shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

9.   Firm is surety for Broker Associate Party's and Consultant's obligations under this Agreement. The provisions of the previous sentence shall survive the expiration or other termination of this Agreement in perpetuity. Firm shall provide notice to MLSCV in the event this Agreement terminates with regard to any Broker Associate Party under paragraph 16(f) within seven days thereafter.

CONSULTANT'S OBLIGATIONS

10.   Consultant shall immediately correct any breach of this Agreement or violation of the MLSCV Policies within its control, whether committed by Firm, Broker Associate Party, or Consultant, upon notice from MLSCV.

11.   Consultant acknowledges that (as among the parties to this Agreement) Firm and MLSCV possess all right, title, and interest in all copyrights in the MLSCV Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12.   Consultant shall not make the MLSCV Data or the Confidential Information available to any third party, except on behalf of Firm and Broker Associate Party and in a manner consistent with Firm's and Broker Associate Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the MLSCV Data, whether commercial or personal. In the event that Consultant provides services to Participants other than Firm (or to Broker Associates affiliated with Firm other than the Broker Associate Party), Consultant must enter separate contracts with MLSCV. Consultant must ascertain, using the Data Interface on a daily basis, that each Participant to which Consultant provides services remains an eligible Participant; and in the case of Broker Associates, that each Broker Associate Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in MLSCV terminating all of Consultant's access(es) to the MLSCV Data under this Agreement and all similar agreements. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

13.   Consultant shall notify MLSCV within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

AUDITS OF COMPLIANCE

14.   MLSCV may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm, Broker Associate Party, and Consultant to the extent reasonably necessary to ascertain Firm's, Broker Associate Party's, and Consultant's compliance with this Agreement ("Audit"). MLSCV may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's, Broker Associate Party's, and Consultant's web sites and systems to ensure that MLSCV Data is displayed in accordance with the MLSCV Policies; using all features available to end-users of Firm's, Broker Associate Party's, and Consultant's systems that employ the MLSCV Data; and posing as consumers to register and test services Firm, Broker Associate Party, and Consultant make available to consumers using the MLSCV Data. MLSCV shall pay the costs it incurs, and the out-of-pocket costs Firm, Broker Associate Party, and Consultant incur, as part of any Audit; provided, however, Firm or Broker Associate Party shall be liable for all costs of any Audit that discloses that Firm, Broker Associate Party, or Consultant has breached this Agreement.

The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

CONFIDENTIAL INFORMATION

15.   The parties shall protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if such disclosure is required by law or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

TERM AND TERMINATION

16.   The term of this Agreement begins on the date that MLSCV signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Firm's privileges as a Participant in MLSCV; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) immediately upon Firm's notice to a Consultant that Consultant is no longer designated to provide IDX or VOW services to it; (f) with regard to any Broker Associate Party, immediately upon any event that results in the Broker Associate Party no longer being affiliated with Firm; (g) as provided in Paragraphs 26 and 29.

17.   In the event Firm's privileges as a Participant (or Broker Associate Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and MLSCV subsequently reinstates those privileges, this Agreement shall automatically be reinstated if MLSCV resumes its obligations under Paragraphs 2 and 3. In the event Firm, Broker Associate Party, or Consultant breaches this Agreement and entitles MLSCV to terminate under Paragraph 16, MLSCV may in its sole discretion suspend its performance instead of terminating this Agreement. MLSCV may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Broker Associate Party's, and Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, neither Firm, Broker Associate Party, nor Consultant shall make any further use of the MLSCV Data or any derivative works based on it (except the portions of it relating to Firm's own listings) until and unless Firm's or Broker Associate Party's rights under this Agreement are restored.

GENERAL PROVISIONS

18.   **Applicable law**. This Agreement shall be governed by and interpreted according to the laws of the State of North Carolina, without regard to its conflicts and choice of law provisions.

19.   **Survival of Obligations**. The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity. Other provisions shall survive according to their terms.

20.   **MLSCV's Remedies**. (a) Injunctive relief: Because of the unique nature of the MLSCV Data and Confidential Information, Firm, Broker Associate Party, and Consultant acknowledge and agree that MLSCV would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate MLSCV for a breach. MLSCV is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm, Broker

Associate Party, or Consultant, or any one of them, without showing or proving any actual damages sustained by MLSCV, and without posting any bond. (b) Liquidated damages: Firm, Broker Associate Party, and Consultant acknowledge that damages suffered by MLSCV from access to the MLSCV Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the MLSCV Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to MLSCV to enter into this Agreement, Firm, Broker Associate Party, and Consultant agree that in the event Firm, Broker Associate Party, Firm-Related Persons, or Consultant, or its employees, agents, or contractors, disclose any password to access the MLSCV Data or disclose the MLSCV Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm, Broker Associate Party, and Consultant shall be liable to MLSCV for liquidated damages in the amount of $15,000 for each such disclosure and termination of this Agreement. Liability of Firm, Broker Associate Party, and Consultant under this paragraph is joint and several.

21. **Limitation of liability/exclusion of warranties.** IN NO EVENT SHALL MLSCV BE LIABLE TO FIRM, BROKER ASSOCIATE PARTY, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF MLSCV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL MLSCV BE LIABLE TO FIRM, BROKER ASSOCIATE PARTY, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM. BROKER ASSOCIATE PARTY, AND CONSULTANT HAVE PAID MLSCV, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) $100. FIRM, BROKER ASSOCIATE PARTY, AND CONSULTANT ACKNOWLEDGE THAT MLSCV PROVIDES THE MLSCV DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY. MLSCV SHALL NOT BE LIABLE TO FIRM, BROKER ASSOCIATE PARTY, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE MLSCV DATA, ANY FAILURE TO UPDATE THE MLSCV DATA PROMPTLY, OR THE MLSCV DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. MLSCV makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.

22. **Dispute resolution; Attorney's fees**. In the event MLSCV claims that Firm, Broker Associate Party, or Consultant has violated the MLSCV Policies, MLSCV may, at its option, resolve such a claim according to the disciplinary procedures set out in the MLSCV Policies, provided MLSCV does not also base a claim that Firm, Broker Associate Party, or Consultant has breached this Agreement on the same facts. Except as set forth in the preceding sentence, MLSCV may select either litigation or arbitration as the means to resolve any controversy or claim arising out of or relating to this Agreement, or the breach thereof. If MLSCV selects arbitration, the controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of North Carolina located in Catawba County or the federal court of the United States situated therein, as

applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to MLSCV's disciplinary procedures or to arbitration. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

23. **Indemnification.** Subject to Paragraph 21, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the Indemnified Parties), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

24. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, sent by overnight delivery with positive tracking, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

25. **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.

26. **No Assignment**. No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

27. **Entire Agreement**. Subject to MLSCV Policies, 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, relating to the same.

28. **Relationship of the Parties**. The parties hereunder are independent contractors. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of MLSCV or have any authority to make any agreements or representations on the behalf of MLSCV. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.
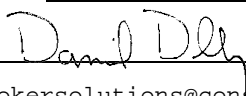
29. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

Multiple Listing Service of Catawba Valley, Inc.
Participant Data Access Agreement

Under this Agreement, **FIRM AND BROKER ASSOCIATE PARTY ARE PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE**. If Firm or Broker Associate Party chooses to engage a different consultant or additional consultants, Firm must enter into a new version of this Agreement with MLSCV and each such consultant. Under this Agreement, **CONSULTANT IS PERMITTED TO WORK ONLY WITH THE FIRM AND BROKER ASSOCIATE PARTY NAMED HERE**. Consultant may not use data obtained under this Agreement to provide any services to Participants other than Firm, or with Broker Associates affiliated with Firm except the Broker Associate Party. Consultant must enter into a new version of this Agreement with MLSCV and each additional Participant or amend this Agreement with MLSCV to add additional Broker Associates affiliated with Firm as Broker Associate Parties.

If Firm or Broker Associate Party will perform its own technical work and there is no Consultant party to this Agreement, Firm should cross out the Consultant signature box before returning this Agreement to MLSCV. If this Agreement is for services to Firm only, and there is no Broker Associate Party, Firm should cross out the Broker Associate Party signature box before returning this Agreement to MLSCV.

FIRM/PARTICIPANT

Firm/Office Name _____

Member Participant _____
<div style="text-align:center">Print Name</div>

Signature _____ Date _____

E-mail _____
(You must supply an e-mail address here. This address will be MLSCV 's principal means of communication with you for notices under this agreement)

Website _____

Firm/Office Address _____

Phone _____

THIRD-PARTY TECHNOLOGY CONSULTANT

Consultant (company or individual) Name Constellation Web Solutions

Point of Contact Dan Dlhy   Title Data & Compliance Manager
<div style="text-align:center">Print Name</div>

Signature *David Dly*   Date _____

E-mail brokersolutions@constellationws.com
(You must supply an e-mail address here. This address will be MLSCV 's principal means of communication with you for notices under this agreement)

Website http://constellationws.com

Address 6737 W. Washington Street, Suite 2120   City, State, Zip Milwaukee, WI 53214

Phone 425-636-6910   Fax _____

DATA ACCESS USER: The Data Access User agreement must be completed for every Subscriber Web site that displays MLS data, except for Subscriber Web sites that "frame" the brokerage's Web site or for Subscriber Web sites that are sub-domains of the brokerage's Web site.

Name _____
<div style="text-align:center">Print Name</div>

Office Name: _____

Signature _____ Date _____

E-mail _____
(You must supply an e-mail address. This address will be MLSCV 's principal means of communication with you for notices under this agreement)

Website _____
(You must supply a website address)

MLS OF CATAWBA VALLEY INC.

Entered into on behalf of MLSCV by MLS President _____Hank Eimer_____

Print Name

MLS President Signature _____ Date _____

MLS Administrator: _____Kerri Dillard_____

Print Name

E-mail __kerri@catawbavalleyrealtors.com_____

Phone __828.322.8249_____ Fax ___828.327.6353_____

Address ____361 Second Street NW_____ City __Hickory_____ State___NC___ Zip __28601_____

This box is for MLSCV use only. MLSCV will fill out the information below after signing this Agreement. MLSCV will then return a copy of this Agreement to all parties hereto. The contents of this box are Confidential Information under this Agreement.

Company Name: _____ Contact Name: _____ Email: _____

Date Received: _____ Date Subsribed:_____

URL _____

Login Name _____

Password _____

Multiple Listing Service of Catawba Valley, Inc.
Participant Data Access Agreement

Exhibit A – Additional Requirements

1. **Additional Domains**. In addition to the 2nd and 3rd level domains specified on the signature page Firm, Broker Associate Party, and Consultant may display MLSCV Data subject to the terms of this Agreement at the following 2nd and 3rd level domains:

_____

_____

_____

2. **Additional Broker Associate Parties**: If there are two or more Broker Associate Parties, each Broker Associate Party after the first is identified by name here, and each must sign this Agreement. Each Broker Associate Party listed here consents to MLSCV making communications and notices under this Agreement to Firm only.

DATA ACCESS USER: The Data Access User agreement must be completed for every Subscriber Web site that displays MLS data, except for Subscriber Web sites that "frame" the brokerage's Web site or for Subscriber Web sites that are sub-domains of the brokerage's Web site.

Name _____

Print Name

Office Name: _____

Signature _____ Date _____

E-mail _____

(You must supply an e-mail address. This address will be MLSCV 's principal means of communication with you for notices under this agreement)

Website _____

(You must supply a website address)

DATA ACCESS USER: The Data Access User agreement must be completed for every Subscriber Web site that displays MLS data, except for Subscriber Web sites that "frame" the brokerage's Web site or for Subscriber Web sites that are sub-domains of the brokerage's Web site.

Name _____
                             Print Name

Office Name: _____

Signature _____   Date _____

E-mail _____
        (You must supply an e-mail address. This address will be MLSCV 's principal means of communication with you for notices under this agreement)

Website _____
        (You must supply a website address)

DATA ACCESS USER: The Data Access User agreement must be completed for every Subscriber Web site that displays MLS data, except for Subscriber Web sites that "frame" the brokerage's Web site or for Subscriber Web sites that are sub-domains of the brokerage's Web site.

Name _____
                             Print Name

Office Name: _____

Signature _____   Date _____

E-mail _____
        (You must supply an e-mail address. This address will be MLSCV 's principal means of communication with you for notices under this agreement)

Website _____
        (You must supply a website address)

DATA ACCESS USER: The Data Access User agreement must be completed for every Subscriber Web site that displays MLS data, except for Subscriber Web sites that "frame" the brokerage's Web site or for Subscriber Web sites that are sub-domains of the brokerage's Web site.

Name _____
                             Print Name

Office Name: _____

Signature _____   Date _____

E-mail _____
        (You must supply an e-mail address. This address will be MLSCV 's principal means of communication with you for notices under this agreement)

Website _____
        (You must supply a website address)

DATA ACCESS USER: The Data Access User agreement must be completed for every Subscriber Web site that displays MLS data, except for Subscriber Web sites that "frame" the brokerage's Web site or for Subscriber Web sites that are sub-domains of the brokerage's Web site.

Name _____
                             Print Name

Office Name: _____

Signature _____   Date _____

E-mail _____
        (You must supply an e-mail address. This address will be MLSCV 's principal means of communication with you for notices under this agreement)

Website _____
        (You must supply a website address)