

# 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](mailto: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:** \_\_\_\_\_

# North Carolina Regional MLS, LLC Participant Data Access Agreement

This **AGREEMENT** is made and entered into by North Carolina Regional MLS, LLC (“**NCRMLS**”), with offices at P.O. Box 7097, Jacksonville, NC 28540; the real estate brokerage firm identified as “**Firm**” on the signature page below (“**Firm**”); the Associate Brokers affiliated with **Firm** that are identified on the signature page and in Exhibit A, if any (collectively the “**Associate Broker Party**”); and the individual or business association identified as “**Consultant**” on the signature page below, if any (“**Consultant**”).

## DEFINITIONS

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

**Associate Broker:** Any person holding a real estate license in North Carolina who is not a Participant but who is subject to a Participant’s supervision under the laws of North Carolina.

**AVM:** An automated valuation model or similar service using mathematical modeling combined with NCRMLS Data and possibly other data, provided it can fairly be characterized as a valuation of real property, and only to the extent permitted by the NCRMLS Policies. An AVM need not include any human judgment or analysis. “AVM” includes broker price opinions (BPOs) and comparative (or comparable) market analyses (CMAs) to the extent they satisfy this definition.

**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 NCRMLS Data, except to the extent to which this Agreement and the NCRMLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that NCRMLS obtains from any third party that NCRMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by NCRMLS; (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 NCRMLS for use by **Firm**, **Associate Broker Party**, and **Consultant**; NCRMLS may modify the Data Interface in its sole discretion from time to time.

**Firm AVM:** Use and display of portions of the NCRMLS Data by **Firm** for AVM purposes subject to the provisions of Exhibit B of this Agreement.

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

**Firm Internal Use:** Any use of those portions of the NCRMLS Data relating to **Firm**’s own listings; and any use of those portions of the NCRMLS Data relating to listings of Participants other than **Firm** that exposes NCRMLS Data only to **Firm-Related Persons** and to Associate Brokers affiliated with **Firm**, subject to the NCRMLS Policies.

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

**Mobile Applications:** Any displays of IDX data authorized by NCRMLS Policies and listed in Exhibit A that are not web sites. “Mobile Applications” does not include mass media display of NCRMLS Data.

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

**NCRMLS Policies:** NCRMLS’s Rules and Regulations, as amended from time to time, and any operating policies promulgated by NCRMLS.

**Participant:** This term has the meaning given to it in the NCRMLS Policies. For purposes of this Agreement, “Participant” does not apply to participants of MLSs other than NCRMLS. Where applied in this Agreement to Participants other than **Firm**, “Participant” also includes Associate Brokers 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 next slash (“/”) 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 NCRMLS Data under the Virtual Office Website (VOW) provisions of the NCRMLS Policies.

## NCRMLS’S OBLIGATIONS

2. NCRMLS grants to **Firm** and **Associate Broker Party** a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the NCRMLS 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 NCRMLS 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. NCRMLS retains all rights not expressly granted herein.

3. NCRMLS agrees to provide to **Firm**, **Associate Broker Party**, and **Consultant**, during the term of this Agreement, (a) access to the NCRMLS Data via the Data Interface under the same terms and conditions NCRMLS offers to other NCRMLS Participants; (b) seven days’ advance notice of changes to the Data Interface; and (c) seven days’ advance notice of changes to the NCRMLS Policies. NCRMLS does not undertake to provide technical support for the Data Interface or the NCRMLS Data. The Data Interface, together with access to the NCRMLS Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or NCRMLS Data shall not constitute a default by NCRMLS under this Agreement.

## FIRM’S OBLIGATIONS

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

5. Firm and Associate Broker Party shall use the NCRMLS Data obtained under this Agreement for Firm Internal Use, IDX, VOW, and Firm AVM use only. Associate Broker Party shall use the NCRMLS Data obtained under this Agreement for VOW use only. Any other use is strictly prohibited. Firm and Associate Broker Party shall not make the NCRMLS Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Firm and Associate Broker Party may display the NCRMLS Data on web sites and Mobile Applications only to the extent permitted by the NCRMLS Policies and then only on a site or sites resident at the second-level and third-level domain(s) and Mobile Applications 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 Associate Broker Party acknowledge that ownership and use rights relating to copyrights in the NCRMLS Data are defined in the NCRMLS Policies or in the terms of the participant and subscriber agreements between NCRMLS Firm and Associate Broker Party, or both. Firm and Associate Broker Party shall not challenge or take any action inconsistent with NCRMLS's ownership of or rights in the NCRMLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7. If NCRMLS notifies Firm or Associate Broker Party of a breach of the NCRMLS Policies or this Agreement and Firm or Associate Broker Party does not immediately cure the breach, Firm and Associate Broker Party shall hold Consultant harmless from any liability arising from Consultant's cooperation with NCRMLS under Paragraph 10.

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

9. Firm is surety for Associate Broker Party's and Consultant's obligations under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

## CONSULTANT'S OBLIGATIONS

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

11. Consultant acknowledges that (as among the parties to this Agreement) Firm and NCRMLS possess all right, title, and interest in all copyrights in the NCRMLS Data. Consultant shall not challenge or take any action inconsistent with NCRMLS's and Firm's ownership of or rights in the NCRMLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. Consultant shall not make the NCRMLS Data or the Confidential Information available to any third party, except on behalf of Firm and Associate Broker Party and in a manner consistent with Firm's and Associate Broker Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the NCRMLS Data, whether commercial or personal. **In the event that Consultant provides services to Participants other than Firm (or to Associate Brokers affiliated with Firm other than the Associate Broker Party), Consultant must enter separate contracts with NCRMLS. 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 Associate Brokers, that each Associate Broker Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in NCRMLS terminating all of Consultant's**

**access to the NCRMLS 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 warrants that any effort or use of the NCRMLS Data will not constitute patent infringement of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

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

15. Consultant is surety for Firm's and Associate Broker Party's obligations to pay fees under Paragraph 8. The provisions of the preceding sentence shall survive the expiration or other termination of this Agreement in perpetuity. Consultant shall notify NCRMLS 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

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

17. 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

18. The term of this Agreement begins on the date that NCRMLS's Member Association 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 NCRMLS; (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, VOW, or AVM services to it; (f) with regard to any Associate Broker Party, immediately upon any event that results in the Associate Broker Party no longer being affiliated with Firm; (g) as provided in Paragraphs 28 and 31.

19. In the event Firm's privileges as a Participant (or Associate Broker Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and NCRMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if NCRMLS resumes its obligations under Paragraphs 2 and 3. In the event Firm, Associate Broker Party, or Consultant breaches this Agreement and entitles NCRMLS to terminate under Paragraph 18, NCRMLS may in its sole discretion suspend its performance instead of terminating this Agreement. NCRMLS may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Associate Broker Party's, and Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Firm, Associate Broker Party, and Consultant shall make no further use of the NCRMLS 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 Associate Broker Party's rights under this Agreement are restored.

## GENERAL PROVISIONS

20. **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.

21. **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.

22. **NCRMLS's Remedies.** (a) Injunctive relief: Because of the unique nature of the NCRMLS Data and Confidential Information, Firm, Associate Broker Party, and Consultant acknowledge and agree that NCRMLS 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 NCRMLS for a breach. NCRMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm, Associate Broker Party, or Consultant, or any one of them, without showing or proving any actual damages sustained by NCRMLS, and without posting any bond. (b) Liquidated damages: Firm, Associate Broker Party, and Consultant acknowledge that damages suffered by NCRMLS from access to the NCRMLS Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the NCRMLS Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to NCRMLS to enter into this Agreement, Firm, Associate Broker Party, and Consultant agree that in the event Firm, Associate Broker Party, Firm-Related Persons, or Consultant, or its employees, agents, or contractors, disclose any password to access the NCRMLS Data or disclose the NCRMLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm, Associate Broker Party, and Consultant shall be liable to NCRMLS for liquidated damages in the amount of \$15,000 for each such disclosure and termination of this Agreement. Liability of Firm, Associate Broker Party, and Consultant under this paragraph is joint and several.

23. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL NCRMLS BE LIABLE TO FIRM, ASSOCIATE BROKER PARTY, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF NCRMLS 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 NCRMLS BE LIABLE TO**

**FIRM, ASSOCIATE BROKER PARTY, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM, ASSOCIATE BROKER PARTY, AND CONSULTANT HAVE PAID NCRMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. FIRM, ASSOCIATE BROKER PARTY, AND CONSULTANT ACKNOWLEDGE THAT NCRMLS PROVIDES THE NCRMLS 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. NCRMLS SHALL NOT BE LIABLE TO FIRM, ASSOCIATE BROKER PARTY, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE NCRMLS DATA, ANY FAILURE TO UPDATE THE NCRMLS DATA PROMPTLY, OR THE NCRMLS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. NCRMLS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.**

24. **Dispute resolution; Attorney's fees.** In the event NCRMLS claims that Firm, Associate Broker Party, or Consultant has violated the NCRMLS Policies, NCRMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the NCRMLS Policies, provided NCRMLS does not also base a claim that Firm, Associate Broker Party, or Consultant has breached this Agreement on the same facts. Except as set forth in the preceding sentence, any controversy or claim to which Consultant is not a party arising out of or relating to this Agreement, or the breach thereof, 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 Onslow 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 NCRMLS'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.

25. **Indemnification.** Subject to Paragraph 23, 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. Consultant indemnifies NCRMLS, Firm, Salesperson Party, or customers of NCRMLS, Firm, or Salesperson Party, to whom Consultant provides a product or service using NCRMLS Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim of patent infringement. 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.

26. **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 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.

27. **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.

28. **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.

29. **Entire Agreement; Amendment.** Subject to NCRMLS 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. NCRMLS may amend this agreement by providing 30 days' advance notice of the amendment to all other parties; if any party continues to use the Data Interface or the NCRMLS Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

30. **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 NCRMLS or have any authority to make any agreements or representations on the behalf of NCRMLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

31. **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.

# North Carolina Regional MLS, LLC Participant Data Access Agreement

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

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

**This Agreement is for the following uses (check all that apply):**

**IDX**

<p><b>NCRMLS:</b> North Carolina Regional MLS, LLC</p> <p>_____ Signature</p> <p>_____ Name</p> <p>Date: _____ (effective date of this Agreement)</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: Doris Nurenberg Phone: 252.368.6574 Email: rets.ncrmls@gmail.com</p>	<p><b>CONSULTANT</b></p> <p>Constellation Web Solutions _____ Consultant name</p> <p><i>Dan Dlh</i> _____ Signature of owner or officer</p> <p>Dan Dlh _____ Name of owner or officer</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: Dan Dlh Phone: 425-636-6910 Email: brokersolutions@constellationws.com Mailing: 6737 West Washington Street, Suite 2120 Milwaukee, WI 53214</p>
<p><b>FIRM</b> <span style="border: 1px solid red; padding: 2px;">Principal Broker's signature required</span></p> <p>(If more than one will be used, specify each in Exhibit A.)</p> <p>_____ <b>Firm name</b></p> <p>_____ <b>Signature of owner or officer</b></p> <p>_____ <b>Name of owner or officer</b></p> <p><b>Contact for notices and operations matters</b></p> <p><b>Name:</b> _____ <b>Phone:</b> _____ <b>Email:</b> _____ <b>Mailing:</b> _____</p> <p>Second or Third Level <b>Domain</b> or Mobile Application: _____</p> <p><input checked="" type="checkbox"/> <b>IDX</b></p>	<p><b>ASSOCIATE BROKER PARTY</b> <span style="border: 1px solid red; padding: 2px;">Agent's signature required</span></p> <p>(If there is more than one, have each named and sign on Exhibit A.)</p> <p>_____ <b>Associate Broker Party name</b></p> <p>_____ <b>Signature of Associate Broker Party</b></p> <p><b>Contact for notices and operations matters</b></p> <p><b>Name:</b> _____ <b>Phone:</b> _____ <b>Email:</b> _____ <b>Mailing:</b> _____</p> <p>Second or Third Level <b>Domain</b> or Mobile Application: _____</p> <p><input type="checkbox"/> <b>IDX</b></p>

# North Carolina Regional MLS, LLC Participant Data Access Agreement

## Exhibit A – Additional Requirements

1. **Additional Domains and Mobile Applications.** In addition to the Second and Third Level Domains specified on the signature page Firm, Associate Broker Party, and Consultant may display NCRMLS Data subject to the terms of this Agreement at the following Second and Third Level Domains and Mobile Applications (attach additional pages if necessary):

_____	<input checked="" type="checkbox"/> IDX
_____	<input checked="" type="checkbox"/> IDX
_____	<input checked="" type="checkbox"/> IDX
_____	<input checked="" type="checkbox"/> IDX
_____	<input checked="" type="checkbox"/> IDX
_____	<input checked="" type="checkbox"/> IDX

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

_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature