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:_____

South Jersey Shore Regional Multiple Listing Service, Inc.
Participant Data Access Agreement

This **AGREEMENT** is made and entered into by South Jersey Shore Regional Multiple Listing Service, Inc. ("**SJSRMLS**"), with offices at 204 E. White Horse Pike, P.O. Box 507, Absecon, NJ 08201; the real estate brokerage firm identified as "Firm" on the signature page below ("**Firm**"); the Sales Licensees affiliated with Firm that are identified on the signature page and in Exhibit A, if any (collectively the "Sales Licensee **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.

AVM: An automated valuation model or similar service using mathematical modeling combined with SJSRMLS 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 SJSRMLS 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 SJSRMLS Data, except to the extent to which this Agreement and the SJSRMLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that SJSRMLS obtains from any third party that SJSRMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by SJSRMLS; (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 SJSRMLS for use by Firm, Sales Licensee Party, and Consultant; SJSRMLS may modify the Data Interface in its sole discretion from time to time.

Firm AVM: Use and display of portions of the SJSRMLS 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 Sales Licensees or broker/managers.

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

IDX: Use and display of portions of the SJSRMLS Data under the Internet Data Exchange (sometimes also referred to as Broker Reciprocity) provisions of the SJSRMLS Policies.

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

Sales Licensee: Any person holding a real estate license in New Jersey who is not a Participant but who is subject to a Participant's supervision under the laws of New Jersey.

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

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

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

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 SJSRMLS Data under the Virtual Office Website (VOW) provisions of the SJSRMLS Policies.

SJSRMLS'S OBLIGATIONS

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

3.   SJSRMLS agrees to provide to Firm, Sales Licensee Party, and Consultant, during the term of this Agreement, (a) access to the SJSRMLS Data via the Data Interface under the same terms and conditions SJSRMLS offers to other SJSRMLS Participants; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the SJSRMLS Policies. SJSRMLS does not undertake to provide technical support for the Data Interface or the SJSRMLS Data. The Data Interface, together with access to the SJSRMLS 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 SJSRMLS Data shall not constitute a default by SJSRMLS under this Agreement.

FIRM'S OBLIGATIONS

4. Firm and Sales Licensee Party shall comply with the SJSRMLS Policies at all times. In the event of any perceived conflict between the SJSRMLS Policies and this Agreement, the SJSRMLS Policies shall govern.

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

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

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

9. Firm is surety for Sales Licensee 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 SJSRMLS Policies within its control, whether committed by Firm, Sales Licensee Party, or Consultant, upon notice from SJSRMLS.

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

12. Consultant shall not make the SJSRMLS Data or the Confidential Information available to any third party, except on behalf of Firm and Sales Licensee Party and in a manner consistent with Firm's and Sales Licensee Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the SJSRMLS Data, whether commercial or personal. **In the event that Consultant provides services to Participants other than Firm (or to Sales Licensees affiliated with Firm other than the Sales Licensee Party), Consultant must enter separate contracts with SJSRMLS. 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 Sales Licensees, that each Sales Licensee Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in SJSRMLS terminating all of Consultant's access to the SJSRMLS 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 SJSRMLS 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 SJSRMLS customarily charges other consultants for data access. Consultant acknowledges receipt of SJSRMLS's current schedule of such fees, if any. SJSRMLS 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 Sales Licensee 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 SJSRMLS 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. SJSRMLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm, Sales Licensee Party, and Consultant to the extent reasonably necessary to ascertain Firm's, Sales Licensee Party's, and Consultant's compliance with this Agreement ("Audit"). SJSRMLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's, Sales Licensee Party's, and Consultant's web sites, Mobile Applications, and systems to ensure that SJSRMLS Data is displayed in accordance with the SJSRMLS Policies; using all features available to end-users of Firm's, Sales Licensee Party's, and Consultant's systems that employ the SJSRMLS Data; and posing as consumers to register and test services Firm, Sales Licensee Party, and Consultant make available to consumers using the SJSRMLS Data. SJSRMLS shall pay the costs it incurs, and the out-of-pocket costs Firm, Sales Licensee Party, and Consultant incur, as part of any Audit; provided, however, Firm or Sales Licensee Party shall be liable for all costs of any Audit that discloses that Firm, Sales Licensee 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 SJSRMLS 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 SJSRMLS; (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 Sales Licensee Party, immediately upon any event that results in the Sales Licensee 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 Sales Licensee Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and SJSRMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if SJSRMLS resumes its obligations under Paragraphs 2 and 3. In the event Firm, Sales Licensee Party, or Consultant breaches this Agreement and entitles SJSRMLS to terminate under Paragraph 18, SJSRMLS may in its sole discretion suspend its performance instead of terminating this Agreement. SJSRMLS may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Sales Licensee 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, Sales Licensee Party, and Consultant shall make no further use of the SJSRMLS 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 Sales Licensee 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 New Jersey, 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. **SJSRMLS's Remedies**. (a) Injunctive relief: Because of the unique nature of the SJSRMLS Data and Confidential Information, Firm, Sales Licensee Party, and Consultant acknowledge and agree that SJSRMLS 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 SJSRMLS for a breach. SJSRMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm, Sales Licensee Party, or Consultant, or any one of them, without showing or proving any actual damages sustained by SJSRMLS, and without posting any bond. (b) Liquidated damages: Firm, Sales Licensee Party, and Consultant acknowledge that damages suffered by SJSRMLS from access to the SJSRMLS Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the SJSRMLS Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to SJSRMLS to enter into this Agreement, Firm, Sales Licensee Party, and Consultant agree that in the event Firm, Sales Licensee Party, Firm-Related Persons, or Consultant, or its employees, agents, or contractors, disclose any password to access the SJSRMLS Data or disclose the SJSRMLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm, Sales Licensee Party, and Consultant shall be liable to SJSRMLS for liquidated damages in the amount of $15,000 for each such disclosure and termination of this Agreement. Liability of Firm, Sales Licensee Party, and Consultant under this paragraph is joint and several.

23. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL SJSRMLS BE LIABLE TO FIRM, SALES LICENSEE PARTY, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL,** SPECIAL, OR PUNITIVE DAMAGES (EVEN IF SJSRMLS 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 SJSRMLS BE LIABLE TO FIRM, SALES LICENSEE PARTY, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM. SALES LICENSEE PARTY, AND CONSULTANT HAVE PAID SJSRMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) $100. FIRM, SALES LICENSEE PARTY, AND CONSULTANT ACKNOWLEDGE THAT SJSRMLS PROVIDES THE SJSRMLS 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. SJSRMLS SHALL NOT BE LIABLE TO FIRM, SALES LICENSEE PARTY, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE SJSRMLS DATA, ANY FAILURE TO UPDATE THE SJSRMLS DATA PROMPTLY, OR THE SJSRMLS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. SJSRMLS 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 SJSRMLS claims that Firm, Sales Licensee Party, or Consultant has violated the SJSRMLS Policies, SJSRMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the SJSRMLS Policies, provided SJSRMLS does not also base a claim that Firm, Sales Licensee 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 New Jersey located in Atlantic 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 SJSRMLS'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 SJSRMLS, Firm, Salesperson Party, or customers of SJSRMLS, Firm, or Salesperson Party, to whom Consultant provides a product or service using SJSRMLS 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 SJSRMLS 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. SJSRMLS 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 SJSRMLS 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 SJSRMLS or have any authority to make any agreements or representations on the behalf of SJSRMLS. 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.

South Jersey Shore Regional Multiple Listing Service, Inc.
Participant Data Access Agreement

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

If Firm or Sales Licensee 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 Sales Licensee Party, Firm should cross out the Sales Licensee Party signature box.

This Agreement is for the following uses (check all that apply):
☐ **IDX** ☐ **VOW** ☐ **Firm Internal Use** ☐ **Firm AVM**

SJSRMLS: South Jersey Shore Regional Multiple Listing Service, Inc.

_____
Signature

_____
Name

Date: _____
(effective date of this Agreement)

Contact for notices and operations matters

Name: _____
Phone: _____
Email:_____

CONSULTANT

_Constellation Web Solutions_____
Consultant name

_Dan Dlhy_____
Signature of owner or officer

_Dan Dlhy_____
Name of owner or officer

Contact for notices and operations matters

Name: _Dan Dlhy_____
Phone: _425-636-6910_____
Email: _brokersolutions@constellationws.com_
Mailing: _6737 West Washington St, Suite_ 2120
_____Milwaukee, WI 53214_____

FIRM Principal Broker signature required

(If more than one will be used, specify each in Exhibit A.)

_____
==Firm name==

_____
==Signature of owner or officer==

_____
==Name of owner or officer==

Contact for notices and operations matters

==Name:== _____
==Phone:== _____
==Email:== _____
==Mailing:== _____
_____
Second or Third Level ==Domain== or Mobile Application:
_____
☐ IDX   ☐ VOW ☐ Firm AVM

SALES LICENSEE PARTY Agent signature required

(If there is more than one, have each named and sign on Exhibit A.)

_____
==Sales Licensee Party name==

_____
==Signature of Sales Licensee Party==

Contact for notices and operations matters

==Name:== _____
==Phone:== _____
==Email:== _____
==Mailing:== _____
_____
Second or Third Level ==Domain== or Mobile Application:
_____
☒ IDX   ☐ VOW ☐ Firm AVM

South Jersey Shore Regional Multiple Listing Service, Inc.
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, Sales Licensee Party, and Consultant may display SJSRMLS Data subject to the terms of this Agreement at the following Second and Third Level Domains and Mobile Applications (attach additional pages if necessary):

_____☐ IDX ☐ VOW ☐ Firm AVM

_____☐ IDX ☐ VOW ☐ Firm AVM

_____☐ IDX ☐ VOW ☐ Firm AVM

_____☐ IDX ☐ VOW ☐ Firm AVM

_____☐ IDX ☐ VOW ☐ Firm AVM

_____☐ IDX ☐ VOW ☐ Firm AVM

2. **Additional Sales Licensee Parties**: If there are two or more Sales Licensee Parties, each Sales Licensee Party after the first is identified by name here, and each must sign this Agreement. Each Sales Licensee Party listed here consents to SJSRMLS 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

South Jersey Shore Regional Multiple Listing Service, Inc.
Participant Data Access Agreement

Exhibit B – Firm AVM Data Use Requirements

This Exhibit governs any use of the SJSRMLS Data licensed under this Agreement for use in AVMs.

B.1. Firm may provide Firm AVM services to Firm's customers and clients with whom Firm has first established a broker-customer or broker-client relationship (as defined by state law); including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers ("Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements necessary for performing AVM services. Registrants may include financial institutions, mortgage lenders, mortgage bankers, mortgage brokers, mortgage loan servicers, title or mortgage insurers, insurers of payments owned to owners of mortgage backed securities, Government Sponsored Entities (GSEs), or such other businesses or institutions having an interest in automated reports on property valuation or market conditions.

B.2. Firm must obtain the name of and a valid e-mail address for each Registrant. Each Registrant must agree to the terms of use described in Section B.3 of this Exhibit. Firm must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.

B.3. Firm shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms-of-use agreement that provides at least the following:

B.3.1: that Registrant acknowledges entering into a lawful consumer-broker relationship with Firm.

B.3.2: that all information obtained by Registrant from Firm AVM is intended only for Registrant's internal use and may not be disseminated or reproduced without permission from SJSRMLS.

B.3.3: that Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with Registrant's consideration of the purchase, sale, financing or other potential transaction related to the subject property of any AVM.

B.3.4: that Registrant acknowledges SJSRMLS's ownership of and the validity of the SJSRMLS's copyright in the SJSRMLS Data.

B.4. The terms-of-use agreement described in Section B.3 shall also expressly authorize SJSRMLS and other Participants or their duly authorized representatives to access any Firm AVM for the purposes of verifying compliance with SJSRMLS Policies and monitoring use of Participants' listings by the Firm AVM. The agreement may also include such other provisions as may be agreed to between Firm and Registrant.

B.5. Firm's right to use SJSRMLS Data in any firm AVM is subject to the applicable office of Firm being a Participant in SJSRMLS. In other words, an office of Firm that is not a Participant of SJSRMLS may not use SJSRMLS Data in any AVM provided to any third party.

B.6. Firm must protect the SJSRMLS Data from misappropriation by employing reasonable efforts to monitor for and prevent scraping or other unauthorized accessing, reproduction, or use of the SJSRMLS Data.

B.7. Firm must make any Firm AVM readily accessible to SJSRMLS and to all SJSRMLS Participants for purposes of verifying compliance with this Agreement and SJSRMLS Policies.

B.8. SJSRMLS shall exclude from the Data Interface all "User Confidential Data." "User Confidential Data" consists of those portions of SJSRMLS Data that Participants are prohibited from providing to customers orally and by all other delivery mechanisms. In the event that SJSRMLS includes User Confidential Data in the Data Interface, Firm and Consultant shall ensure that it is not disclosed to Registrants or any other third party.

B.9. Firm shall maintain an audit trail of Registrants' activity on any Firm AVM and make that information available to SJSRMLS if SJSRMLS has reason to believe that any Firm AVM has caused or permitted a breach in the security of the data or a violation of applicable SJSRMLS Policies.

B.10. Firm shall cause to be placed on any Firm AVM a notice indicating that the SJSRMLS Data displayed on the Firm AVM is deemed reliable, but is not guaranteed accurate by the SJSRMLS or other Participants.

B.11. In any display of SJSRMLS Data to any Registrant, Firm shall display the copyright notice of SJSRMLS. The copyright notice should take one of the following forms: "Copyright 2015 South Jersey Shore Regional Multiple Listing Service, Inc." or "© 2015 South Jersey Shore Regional Multiple Listing Service, Inc.". Firm shall replace "2015" with the current year as of January 1 each year.