

INTERNET DATA DISPLAY AGREEMENT

Revised 08/08

This agreement between the Western Arizona Realtors® Data Exchange (WARDEX) and _____

MLS Office/Broker

WARDEX Participant and their Agent _____

Agent's Name

(Fill in names of all third party computer experts or consultants (consultant used in connection with downloading)

Hereby Agree as Follows:

- 1. Grant of License.** WARDEX hereby grants MLS Participant a license to electronically transfer information from WARDEX database or web site to the Participant's own database or web site ("download": IDX, FTP Data Push or Framed IDX Link) commencing as of date hereof terminating as hereinafter specified.
- 2. Warranty that Consultant is Party to the Agreement.** Participant hereby warrants that the name(s) of all third party Computer Experts, Consultant, or Internet Service Providers (collectively, "Consultant") who are not employees of Participant are listed above as a party to this agreement.
- 3. Consultant Not to Take Information From Participant's Possession.** Participant agrees not to permit Consultant to take, and Consultant agrees not to take, any information whatsoever from WARDEX' database from Participant's possession or control either during the time Consultant is performing services for Participant, or thereafter.
- 4. Information to be Retained by Participant Subject to WARDEX' Rules.** Participant agrees to retain in Participant's possession all information transferred pursuant to this Agreement, and further agrees that all WARDEX Rules and Bylaws will continue to apply to such information, even though it may be processed by Participant's own computer (as opposed to an online terminal).
- 5. Downloading Procedure.** The process and procedure for downloading shall be by such equipment and procedure as may be determined by WARDEX from time to time in its sole discretion.
- 6. Download Cost.** All the cost of the download process will be the responsibility of the Participant.
- 7. Republication of Database.** Participant may republish all of WARDEX' database in strict compliance with WARDEX' then current Rules & Regulations on an Internet site controlled by Participant and advertised as Participant's Internet site.
- 8. Right to Terminate License.** WARDEX shall have the right at any time and in WARDEX' sole discretion to terminate the right to transfer information (download) forthwith upon written notice to Participant. Delivery of such written notice to Participant shall constitute delivery of said written notice to Consultant. Both Participant and Consultant agree to cease downloading upon receipt of such notice.
- 9. Termination of Participant ship.** Upon termination of membership or transfer to inactive status, Participant shall deliver all portions of information theretofore transferred from WARDEX' database (downloaded) by Participant to WARDEX, or, if WARDEX approves the delivery in writing, to another Participant of WARDEX.
- 10. Order of Signature of Agreement.** This Agreement shall be signed in triplicate by the Participant, and all Consultants.

DATED this _____ day of _____, _____.

Participant and Agent:

By WARDEX Participant

Broker's Signature

By AGENT (If Agent's web site) _____

Agent's Signature

Name of Website _____

Third Party Computer Experts or Consultants:

(Consultant/s)

By WARDEX staff: _____ Date: _____

INTERNET DATA EXCHANGE SOLUTIONS

Data Push: This solution will consist of a full IDX database file and an incremental photo file that will be pushed via FTP, to the Server location designated by the subscribing Firm/Agent, on a nightly basis. The cost for this solution is a **\$225.00 one-time setup fee**, and an **annual fee of \$200.00**

Framed IDX Link: Offutt (InnoVia) will maintain a database of all active WARDEX listings approved for Internet Data Exchange. This data base will contain a standard set of displays and a subset of listing data, as determined by Offutt and WARDEX.

The following IDX Solutions will be offered by Offutt (InnoVia) to WARDEX's Firms and Agents:

FIRM LINKS: This solution will consist of links to be placed on the subscribing Firms' website, consisting of an "Our Listings" button which will generate a "one-line" and "more detail" display of the subscribing Firms' listings, and a "Search All" button allowing for searches of the entire IDX Database. The cost for this solution is a **\$195.00 one-time setup fee**, and an **annual fee of \$200.00**.

AGENT LINKS: This solution will consist of links to be placed on the subscribing Agents website, consisting of a "My Listings" button which will generate a "one-line" and "more detail" display of the subscribing Agents' listings, an "Our Listings" button which generates displays of the subscribing Agents' Firms' listings, and "Search All" button which allows for searches of the entire IDX Database. The cost for this solution is a **\$95.00 one-time setup fee**, and an **annual fee of \$200.00**.