



IDX & DATA ACCESS HANDBOOK

Participating Boards & Associations

**Bedford Board of REALTORS®
Bloomington Board of REALTORS®
Elkhart County Board of REALTORS®
Kosciusko Board of REALTORS®
Lafayette Regional Association of REALTORS®
Mid-Eastern Indiana Board of REALTORS®
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North Central Indiana Association of REALTORS®
REALTORS® Association of Central Indiana
Southwest Indiana Association of REALTORS®
Upstate Alliance of REALTORS®
White County Association of REALTORS®**

Indiana Regional IDX ADMINISTRATION
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INDIANA REGIONAL Multiple Listing Service (IRMLS) DATA ACCESS HANDBOOK

Participant Data License Explainer

What follows is IRMLS's Participant Data License. This "explainer" is not part of the agreement and is not legal advice; it is provided to help answer common questions and guide your review of the agreement.

- IRMLS is participating in a subscription service with Larson Skinner PLLC to license model agreements. In this agreement, you'll see a version number and an indication whether the body of the agreement has been modified from the model version (which IRMLS is free to do in its business discretion). If the body of the agreement is modified, you'll see the word "modified" after the version number; if it's not, you'll see "not modified" after the version number. (Note, IRMLS may have custom signature blocks and contact information requests without indicating the agreement has been "modified.")
- This agreement is only for the following uses: IDX, VOW, Broker Back Office, Valuation, and a brokerage's return of their listing data they submitted to the MLS ("Participant Data Return" in the agreement). Brokerage may choose the permitted uses on the signature page of the agreement. No other use of data is permitted.
- Vendor may use listing data only to support the Brokerage and Sales Licensee(s) (if any) that sign this agreement and any exhibit or addendum to it, and only for the permitted uses the Brokerage and Sales Licensees choose.
- Failure to follow the requirements above could result in Brokerage, Sales Licensee, and Vendor losing access to MLS data and systems under this agreement, any similar agreement, and other means for accessing MLS data.
- All Brokerage, Sales Licensee, and Vendor parties are responsible for each other's actions under this agreement.
- This agreement has been revised to address requirements of the national settlement by NAR of private antitrust claims against NAR, brokers, and associations/MLSs over legacy MLS compensation rules. It does so in two new sections, 2.5 and 4.9.

Brokerage, Vendor, and Sales Licensee should seek legal advice if they have questions about this agreement.

Section 1: IDX POLICY & TYPES OF DATA

IDX POLICY:

The IDX policy gives MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via authorized mediums under the participant's control: websites, mobile apps, and audio devices. IRMLS has an "Opt-Out" Policy for IRMLS Participants.

IDX DATA:

Active, and sold listings, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution.

BROKERAGE RETURN DATA:

IRMLS, upon submission of the Brokerage Only request, will promptly provide an MLS Participant (or the Participant's designee) Brokerage data containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all of the Participant's off-market listing content available in the MLS system. IRMLS shall charge a one-time set up fee of \$100 per account.

BROKERAGE BACK OFFICE DATA:

Participants are entitled to use, and IRMLS provide, Brokerage Back Office Data (BBO) Subject to the Terms below:

- "BBO Data" is defined as all real property listings and roster information in the MLS, including all listings of all Participants, but excludes Confidential MLS fields and fields and content that IRMLS is not licensed to provide.
- "BBO Use" means use of BBO by participants and subscribers affiliated with the participant for the following purposes:
 - Brokerage management systems that expose BBO Data to Participants and their agents
 - Customer Relationship Management (CRM) and transaction management solutions that only expose BBO Data to the participant and their agents and their bona fide clients as established under state law.
 - Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participants and their agents
 - Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80 which allows for certain public distribution.

BBO Data may be requested by the Participant or their Agents. IRMLS will provide BBO Data to a Participants' designee at the request of the Participant. The designee may use the BBO Data only to facilitate the BBO Use on behalf of the Participant and the Participant's agents.

There is no option for participants to opt-out their listings from the Brokerage Back Office Feed as defined. IRMLS will require the execution of appropriate licensing agreements and payment of appropriate fees. IRMLS will require the Participant's designee to sign a separate licensing agreement and payment of appropriate fees.

VALUATION DATA:

MLS's are required to supply Participants with the information necessary to create fully-automated Automated Valuation Models (AVMs). In cases where Participants use third-party vendors to create AVMs, vendors' access to the requisite data feeds may be conditioned on execution of a third-party data license agreement.

VOW DATA:

VOW refers to a participant's Internet website, or a feature of a participant's Internet website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS data, subject to the participant's oversight, supervision, and accountability.

ONE DATA SOURCE:

IRMLS will provide Participants with a single data feed in accordance with a Participant's licensed authorized uses.
Note: IRMLS may require more than one data license based on the use.

Section 2: REQUEST IRMLS DATA

IRMLS Participants, their Agents, OR the Participant's designee with Participant's authorization, may request IRMLS Data by contacting idx@irmls.net. IRMLS will provide the appropriate data license within the required timeframe. All fees must be paid prior to receiving data account credentials. Participant may request one data feed for multiple uses such as an IDX & Brokerage back office i.e. CMA program. IRMLS reserves the right to require more than one data license. See FEES section below for pricing.

Steps for Requesting IRMLS Data

Contact – idx@irmls.net, 574-651-7868

- Member/Vendor to Submit request for IRMLS data to idx@irmls.net
- IRMLS to provide appropriate documents & invoice within 72 business hours after request is received
- Member/Vendor to email completed license(s) to idx@irmls.net & make payment
- IRMLS to provide data access credentials to member/vendor within 48 business hours
- When applicable, IRMLS will conduct a compliance audit when site is ready for review
- Parties will receive notice of the compliance audit from IRMLS

Section 3: TYPES OF DATA DELIVERY

IRMLS offers 3 data delivery methods; Smart Framing, RETS (Real Estate Transaction Standard) and Web API (OpenMLS).

Smart Framing Solutions:

rDesk is IRMLS's IDX smart frame solution designed in compliance with IDX policy. rDesk provides a "real time" property search that can be added to a member's website. A signed data license and payment of applicable fees apply. Websites must be in compliance with IDX rules including sites that frame another site. **NOTE:** Framing of a commercial or association property search qualifies as "framing" and the member must have an activate IDX account with IRMLS.

FEES: \$75.00 non-refundable set-up fee
\$150 annual Smart Frame fee - pro-rated quarterly
All fees payable with license

RETS Access:

RETS (Real Estate Transaction Standard) is a standardized language used by the Real Estate Industry. IRMLS offers access to the MLS data through a dedicated RETS server. This delivery method allows for creation of a customized and unique experience. Access to and use of RETS data usually requires a Web Vendor who is familiar with RETS standards. NOTE: the Vendor charges are in addition to IRMLS fees. MLS RETS queries are limited to 5000 records per timed download between the hours of 7 AM and 7 PM. Note: Neither IRMLS, or its MLS Vendor, are able to provide support or technical assistance related to using these standards. IRMLS is responsible for account set up and activation, compliance and ensuring access to the server.

Web API:

IRMLS uses "OpenMLS" as their Web API and data is RESO certified through ICE, IRMLS's MLS vendor. **Web API** is a modern way to transport data in the real estate industry. It is built on well-known, open technology standards to

make it easy for any organization to use Web API to deliver or receive data quickly and efficiently. *Vendor's will be charged \$600 annually for the use of the Web API. These fees are in addition to the data account fees paid by the member. Vendors must pay in advance. *\$100 transfer fee from RETS to Web API.

SECTION 4: FEES & PAYMENT TERMS

IRMLS Participants, or agents with Participant's authorization, qualify for access to the MLS data. Members may request one data feed to support multiple uses, however, IRMLS will require a data license and payment of the applicable fees for each use. IRMLS fees include a \$250 set-up fee and a \$250 annual fee for the first DATA Account. Any additional data accounts are billed at \$150 annually with no set up fee unless a new Vendor is used (**VOW accounts are charged separately and will not qualify for "additional account pricing"**) All fees are pro-rated from request date to Mar 1st. ***Vendors using Web API will be charged \$600 annually and is pro-rated from date of request to Annual Due date (MAR 1st). This fee is "in addition" to the member fees.**

Member Fees:

- First Data Account – \$250 Set-Up Fee – \$250 Annual Fee (pro-rated from request date to Mar 1st)
- Additional Accounts: \$150 Annual Fee (pro-rated from request date to Mar 1st). *Set-Up fee may be waived if using an established IRMLS Vendor.
- VOW Data Account – \$250 Set-Up Fee – \$250 Annual Fee (pro-rated from request date to Mar 1st)

Web API Fees:

Vendors using Web API will pay a \$250 set-up fee and \$600 annually (pro-rated from request date to Mar 1st) NOTE: Vendors only need one Web API account to support all IRMLS customers.

- \$250 one-time non-refundable Set-Up Fee
- \$600 Annual Fee (pro-rated from request date to Mar 1st)
- **\$100 RETS to WEBAPI transfer**

Service Vendors Fees:

Vendors who want to incorporate IRMLS data into their products may submit a data application. *Vendor using the Web API will pay a \$600 annual fee that covers MLS Vendor maintenance on behalf of ICE. This is in addition to the member fees. The \$600 fee and licensing fee is pro-rated from request date to Mar 1st.

FEES: \$250 non-refundable Set-Up Fee
 \$600 Web API annual fee – No Charge for RETS
 \$100 Transfer Fee – RETS to Web API
 \$1,000 Annual Licensing Fee – 1 to 25 accounts
 \$2,000 Annual Licensing Fee – 26 + accounts

Service Vendors must email idx@irmls.net a quarterly report that contains their IRMLS client/customers. List to include: Brokerage Name, Agent Name, all URL/Use Locations including sub-domains.

Data Account Change Fees:

Vendor Change	\$50 Change Fee Only* Requires new license
Data Delivery Change - Smart Framing to RETS	\$50 CF + the difference in the annual fee*
RETS to Smart Framing	\$50 CF – NO Refunds - unused monies can be applied to Smart Framing annual fee for up to 1 year.
RETS to Web API	\$600 annual fee pro-rated + \$100 change fee
Web API to RETS	*New Vendor - \$250 Set-Up fee + difference in fees
Misc Changes	\$100 – no refunds of annual fee
	No charge (Name or URL change)

Terms of Payment:

- License must be received & fees paid prior to account activation. Annual fee pro-rated from request date to Mar 1st.
- No refunds issued once service is activated.
- Invoices emailed annually (early February w/30 days to pay) Credit cards or checks accepted – Made payable to: IRMLS, 57225 Alpha DR, Goshen, IN 46528.
- Access may be terminated if invoice is not paid within 30 days. Additional fees may apply. Reactivation will require payment of all delinquent fees plus a \$50 reinstatement fee.
- A \$35 fee will be charged for returned checks.

Section 5: IDX/DATA USE POLICY

Any member with an IDX search on their website must have an IDX account with IRMLS and website and IDX solution must be in compliance with IRMLS IDX policy which also applies to members linking or framing to a property searches on a 3rd party website like realtor.com, reindiana.com, franchise sites etc.

Brokerage Firms can offer IDX solutions to Agent's at no charge, who use brokerage IDX template provided IRMLS can verify the site/ domain is tied to the Brokerage site. Agents who use a vanity/personal URL may not automatically qualify for a "free" corporate IDX account. IRMLS must review display template to determine if it meets the criteria.

Access to IRMLS Content cannot be given to multiple vendors without the proper authorization from IRMLS. IRMLS Data cannot be used for multiple purposes without the appropriate licensing and payment of applicable fees. Parties with authorization to display IRMLS data may not provide access to that data to any other web site, IDX Subscriber, or third party unless specifically authorized by IRMLS. This includes Franchises who provide IDX or other services to their offices. Franchises providing IDX services are not authorized to display IRMLS data on their sites without the appropriate data display license.

MLS Partners who provide an authorized product/service on behalf of IRMLS must sign a data license. MLS Partners cannot use IRMLS data for multiple uses that are not authorized in the data license.

IRMLS members who display IRMLS data on a public website must be an IDX subscriber. All IDX Subscribers, and their Vendors, will be required to sign a data license. IDX fees will be billed to the IRMLS member. Vendors using WEBAPI must pay an annual fee..

Agent's display of IDX data requires authorization by Participant.

The IDX subscriber will be held responsible for any compliance issues including the IDX Vendor's failure to comply.

Vendors who sell their product to IRMLS members but use an IRMLS Vendor to manage/process the IRMLS data must sign a sub-contractor addendum. Addendum must be signed by all parties.

Section 6: ACCOUNT CHANGES or INACTIVATION

Participants and Agents who make changes to their original data license, such as change of Vendor, service or delivery type must submit an IRMLS Data Change Form and pay the applicable fees. If a Vendor is new to IRMLS, a \$250 set-up will be charged and a new data license must be executed. Vendors who change their delivery type (RETS to Web API) will be charged a \$100 change fee along with annual fee. Fees must be paid prior to any change. Service termination requests must be emailed to idx@irmls.net No refunds will be issued.

Section 7: OPT-OUT / REINSTATE IDX

IRMLS operates under an IDX “opt in” policy which means MLS Participants automatically grant each other permission to display their listings on each other’s web site. For that reason, Participants who wish to opt-out or reinstate IDX must complete an “Opt-Out/Reinstate IDX” form provided by their local board. Participants who opt out will not receive IDX data from Participants who have opted in. Contact IRMLS IDX staff at idx@irmls.net or 574-651-7868.

Please Note: Sellers have the option to withhold their individual listing from Internet display. To withhold a listing from Internet Display/IDX, Seller will instruct Participants to choose NO for the “IDX Include” field in the MLS system. This does not constitute a Participant opting out of the entire IDX program.

INDIANA REGIONAL MLS – APPENDIX A MLS (IRMLS) - IDX Rules & Regulations

Amended 1/4/2016 – 5/18/2016

Amended January 2018, March 2019, February 2022

Section 18 IDX Defined

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants *via the following authorized mediums under the participant’s control, websites, mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listing. (Amended 5/17) M*

Section 18.1 Authorization

Participants’ consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant’s listings, that participant may not download, frame, or display the aggregated MLS data of other participants.

Section 18.2 Participation

Participation in IDX is available to all MLS participants who are Realtors® who are engaged in real estate brokerage and who consent to display of their listings by other participants. Agents will follow the decision of their Managing Broker with regard to participation in IDX. Under no circumstances may an Agent operate an IDX site without the written consent of their Managing Broker. Agents operating an IDX site shall do so under the Managing Broker’s consent and control.

Section 18.2.1

Participants (and Subscribers, with Participant’s written consent) must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 18.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing’s property address from all display on the Internet (including, but not limited to, publicly accessible websites or VOWs or other electronic forms of display or distribution. (Amended 5/17)

Section 18.2.4

Participants may select the listings they choose to display *through* IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family, or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed *through* IDX must be independently made by each participant. (Amended 2/2/22) M

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve hours. Amended 2/18/2015

Section 18.2.6

Except as provided in the IDX policy and these rules, and IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 18.2.7

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

Section 18.2.8

Any IDX display controlled by a participant or subscriber that

- a. allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

Section 18.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 18.2.10

A MLS Participant (or where permitted locally, a MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available for him/her MLS IDX feeds provided all such displays are consistent with IDX rules, and the MLS participant (or MLS Subscriber) holds participatory rights in those MLS's. As used in this policy, "co-mingling" means that consumers are able to execute in a single property search of multiple IDX feeds, resulting in the display of IDX information from each of the MLS's on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. **M** Amended 2/18/2015.

18.2.11 – *Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.*

18.2.12 – *All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the medium used in the display of listing data. (Amended 2/2/2022) M*

Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application.

Section 18.3 Display

Display of listing information pursuant to IDX is subject to the following rules:

Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g. showing instructions, and property security information) may not be displayed. (Amended 2/2/22)

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed on IDX sites.

Section 18.3.3 [RESERVED]

Section 18.3.4

All listings displayed pursuant to IDX shall identify the listing agent.

Section 18.3.5

Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant’s consent and control and the requirements of state law and/or regulation.

Section 18.3.6 Deleted November 2006

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. *(Amended 5/17)*

Section 18.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. *(Amended 5/17)*

Section 18.3.9

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. *(Amended 11/17)*

Section 18.3.10

The right to display other participants’ listings pursuant to IDX shall be limited to a participant’s office(s) holding participatory rights in this MLS.

Section 18.3.12

Display of expired and withdrawn listings is prohibited. Sold and Pending Listings may be displayed. (Amended 2/2/22)

Section 18.3.13

Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and e-mail address (es) is prohibited.

Section 18.3.14

Participants are required to employ appropriate security protection such as firewalls, on their websites and displays provided that any security measures required may not be greater than those employed by the MLS.

Section 18.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

Section 18.3.16

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party.

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the IRMLS Board of Directors.

INDIANA REGIONAL MLS – APPENDIX B

MLS (IRMLS) - Virtual Office Websites (VOW) Rules & Regulations

Amended Jan 2018; Jan 2019; February 2022

Section 19.1 VOW Defined

a. A "Virtual Office Website" (VOW) is a participant's Internet website, or a feature of a participant's website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant's oversight, supervision, and accountability.

b. As used in Section 19 of these rules, the term "participant" includes a participant's affiliated non-principal brokers and sales licensees—except when the term is used in the phrases "participant's consent" and "participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a participant.

c. "Affiliated VOW Partner" (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant's supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.

d. As used in Section 19 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

Section 19.2

a. The right of a participant's VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

b. Subject to the provisions of the VOW policy and these rules, a participant's VOW, including any VOW operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g., "Internet Data Exchange" (IDX).

c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW.

Section 19.3

a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.

- i. The participant must first establish with that consumer a lawful broker-consumer 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 (hereinafter, "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.
 - ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - iii. The participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the use name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one user name and password.
- b. The participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
- i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
- iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
- v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

Section 19.4

A participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the participant to ask questions or get more information about any property displayed on the VOW. The participant or a non-principal broker or sales licensee licensed with the participant must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that participant and displayed on the VOW.

Section 19.5

A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

Section 19.6

- a. A participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- b. A participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

Seller Opt-Out Form

1. Please check either Option a or Option b

a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

_____ initials of seller

- c. The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.

Section 19.7

- a. Subject to Subsection b., below, a participant's VOW may allow third parties:
- i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - ii. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 19.8

A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The participant shall correct or remove any false information relating to a specific property within two (2) calendar days (excluding holidays) following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 19.9

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) calendar days (excluding holidays).

Section 19.10

Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS' VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity.

Section 19.11

A participant's VOW must display the participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 19.12

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property.

Section 19.13

A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.

Section 19.14

A participant may operate more than one VOW himself or herself or through an AVP. A participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and accountability of the participant.

Note: Adoption of Sections 19.15 through 19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participants' use of MLS listing information in providing brokerage service through all other delivery mechanisms.

Section 19.15

A participant's VOW may not make available for search by or display to Registrants any of the following information:

- a. expired and withdrawn listings
- b. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- c. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- d. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

Section 19.16

A participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in the MLS. The participant may, however, augment MLS listing information with additional information not otherwise prohibited by these rules or by other applicable MLS rules or policies, as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

Section 19.17

A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.

Section 19.18

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 19.19

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings or 50% of the listings in the MLS, whichever is less in response to any inquiry.

Section 19.20

A participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

Section 19.21

A participant may display advertising and the identification of other entities ("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information (or that of at least one participant, in the case of a VOW established and operated on behalf of more than one participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 19.22

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 19.23

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 19.24

Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 19.25

Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within two (2) calendar days (excluding holidays).

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APPENDIX C

MLS DATA CONTENT CATEGORIES ENABLED BY IRMLS in STANDARD DATA EXPORT

Property Class	All Classes
Agents	All Active Agents
Offices	All Active Offices
Statuses	Active Only
Tour	All Classes
Open House	All Classes

MLS Content will also include:

Photos
Virtual Tours
Active Status
Listed Coming Soon
Contingent (Active)
Back On Market
Pending Status
Sold Status

***Unless authorized by the IRMLS Board of Directors, Expired, Cancelled and Withdrawn statuses and/or confidential data will not be included. Local Boards may authorize access to local Off market data & confidential information.**

Note; Data Resources and Confidential Data will change from time to time.

CONFIDENTIAL / MLS Only DATA FIELDS NOT AUTOMATICALLY ENABLED

The Following Data Fields are considered "Confidential" and will NOT be included in the standard IDX feed. BBO Data may include fields below upon request based on use requirements.

Agent Remarks	Short Sale Y/N
Contingency Type	Showing Instructions
Contract Type	Square Footage Source
Cumulative Days on Market	State ID
Documents Available (Feature)	Special Listings Conditions
Excluded Party	Variable Rate Y/N
Existing Financing (Feature)	
Expire Date	SOLD FIELDS
Exemptions (Feature)	Concessions Paid By
IDX Related fields (not for display)	How Sold
List Date	Original Selling Agent
Lock box type	Pending Date
Lock Box location	Total Concessions Paid
Original List Agent	Type of Sale
Occupancy Comments	Sale Price to List Price %
Owner Name	Sold Concessions Remarks
Price per Acre	Sold Info/Place of Financing
Private Remarks (Removed)	
Off Market Dates – except Solds	
Proposed Financing (Feature)	
Price per Sq Ft	
Schedule a Showing via email Y/N	
REO Buyer Restrictions	

APPENDIX D

PARTICIPANT DATA LICENSE

PDL version 22.02, not modified. © Larson Skinner PLLC 2024

This Participant Data License (“**Agreement**”) is entered into by Indiana Regional MLS LLC (“**IRMLS**”), with offices at 3660 Rome Drive, Lafayette, IN 47907; the real estate brokerage firm identified as “**Brokerage**” on the signature page below (“**Brokerage**”); the sales licensee(s) affiliated with Brokerage that are identified in Exhibit A and subsequently in any executed Addendum (collectively the “**Sales Licensee**”), if any; and the individual or entity identified as “**Vendor**” on the signature page below, if any (“**Vendor**”).

1. DEFINITIONS

1.1 Authorized Users: Collectively, the Brokerage, Vendor, and the Sales Licensee.

1.2 Brokerage BBO: Brokerage’s use and display of portions of Licensed Data under the “broker back office” provisions of MLS Policies that (a) exposes Licensed Data and derivatives of it only to Brokerage and to Sales Licensee and their bona fide clients as established under state law; or (b) exposes Licensed Data and derivatives of it in marketplace statistical analyses and reports to the extent permitted by MLS Policies. “Derivatives” of Licensed Data include any subset of data or aggregation of values derived from the Licensed Data. The MLS Policies determine whether Brokerage BBO includes and permits Brokerage and Subscriber advertising or making representations about specific properties that are listed with other participants or that were sold by other participants.

1.3 Brokerage Valuation: Brokerage and Sales Licensee use and display of portions of the Licensed Data, possibly including other data, for an automated valuation model (AVM), broker price opinion (BPO), comparative (or comparable) market analysis (CMA), or similar product or service, provided it can fairly be characterized as a valuation of real property and only to the extent permitted by the “valuation” provisions of MLS Policies. Brokerage Valuation need not include any human judgment or analysis.

1.4 Confidential Information: 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 activities relating to 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 MLS Data, except to the extent to which this Agreement and the MLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that IRMLS obtains from any third party that IRMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by IRMLS; (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.

1.5 Data Interface: The data transport or access mechanism that IRMLS provides to Authorized Users to access Licensed Data.

1.6 IDX: Brokerage and Sales Licensee use and display of portions of the Licensed Data under the “internet data exchange” provisions of the MLS Policies.

1.7 Licensed Data: The subset of MLS Data that IRMLS licenses for the Permitted Use. Where the subset of MLS Data is not specified in the MLS Policies, the Licensed Data consists of the same subset for each use by Brokerage that it does for other Participants that license the data for the same use.

1.8 MLS Data: Data (including text, photographs, media, and all other data in formats now known or developed in the future) entered into IRMLS’s databases by IRMLS Participants and IRMLS, or on their behalf, relating to (a) real estate for sale or previously sold or listed for sale or (b) identified or identifiable Participants or Subscribers.

1.9 MLS Marks: The trademarks, service marks, word marks, logos and distinctive marks of all other kinds, if any, that IRMLS uses to identify its business.

1.10 MLS Policies: IRMLS’s rules and regulations and any operating policies promulgated by IRMLS.

1.11 Participant: This term has the meaning given to it in the MLS Policies. For purposes of this Agreement, “Participant” does not apply to participants of multiple listing organizations other than IRMLS. Where applied in this Agreement to Participants other than Brokerage, “Participant” also includes that Participant’s affiliated Subscribers.

1.12 Participant Data Return: Brokerage’s and Sales Licensee’s use of those portions of the MLS Data that relate only to data and listings submitted, contributed, or input by Brokerage and its Subscribers.

1.13 Permitted Use: Any data use by Brokerage and Sales Licensee specified on the signature page and in Exhibit A for: Brokerage Valuation, Brokerage BBO, IDX, Participant Data Return, or VOW.

1.14 Subscriber: Any non-principal broker or sales licensee affiliated with a Participant who is a “subscriber” as established in MLS Policies and permitted access to MLS.

1.15 Use Location: Any website URL, mobile application, or audio device (a means of audio delivery of IDX data authorized by MLS Policies) specified in the signature block at which Brokerage, Sales Licensee, or Vendor makes

Licensed Data available. Except as expressly provided in this Agreement, “Use Location” does not include mass-media display of any portion of MLS Data.

1.16 URL: The full website address where content is displayed. (For example, “WWW.JANESMITH.ABCREALTY.COM/XYZTEAM”.)

1.17 VOW: Brokerage and Sales Licensee use and display of portions of the Licensed Data under the “virtual office website” provisions of the MLS Policies.

2. LICENSES

2.1 License to Brokerage, Sales Licensee. IRMLS grants to Brokerage and Sales Licensee a license to make copies of, display, perform, and make derivative works of the Licensed Data only for the Permitted Use.

2.2 License to Vendor. IRMLS grants to Vendor a license to make copies of, display, perform, and make derivative works of the Licensed Data only to the extent necessary for Vendor to provide services to Brokerage or Sales Licensee that enable Brokerage or Sales Licensee to engage in their Permitted Use.

2.3 Trademark License. IRMLS grants to Brokerage and Sales Licensee a license to make copies of and display MLS Marks only to comply with requirements in the MLS Policies, if any.

2.4 License Restrictions. The licenses granted under Sections 2.1, 2.2, and 2.3: (a) are terminable, non-transferable, non-exclusive, non-sublicensable, revocable, and world-wide licenses; (b) permit uses only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement and the MLS Policies; and (c) end upon the termination of this Agreement. This Agreement contains non-exclusive licenses, and not sales, assignments, or exclusive licenses. Any use of the Licensed Data or MLS Marks other than those expressly permitted in this Agreement is prohibited, and IRMLS retains all rights not expressly granted in this Agreement.

2.5 License to Use Compensation Fields Terminated. If Brokerage, Sales Licensee, or Vendor has received MLS Data from IRMLS including offers of compensation from Participants other than Brokerage (“**Other Participants’ Offers**”), the following consequences are effective on August 17, 2024. (“**Settlement Implementation Date**”): (a) The license of Brokerage, Sales Licensee, or Vendor to use Other Participants’ Offers terminates; (b) Other Participants’ Offers are no longer considered part of the Licensed Data; (c) Other Participants’ Offers are Confidential Information and not subject to the exception in Section 1.4(a); (d) any use or display of Other Participants’ Offers is not a Permitted Use; and (e) Brokerage, Sales Licensee, or Vendor must delete Other Participants’ Offers from all copies of any MLS Data or Licensed Data in their possession. Brokerage may retain and make use of offers of compensation that Brokerage has

made or makes after the Settlement Implementation Date; such data are not deemed Licensed Data and are not bound by the terms of this Agreement except for this Section 2.5 and Section 4.9.

3. IRMLS OBLIGATIONS

3.1 Data Delivery. IRMLS must provide to Authorized Users, during the term of this Agreement: (a) access to the Licensed Data via the Data Interface under the same terms and conditions IRMLS offers to other Participants, (b) seven days' advance notice of changes to the Data Interface, and (c) seven days' advance notice of changes to the MLS Policies to the extent they are applicable or related to the Permitted Use. IRMLS may in its sole discretion, but is not required to, provide technical support for the Data Interface or the Licensed Data. IRMLS makes no representations or warranties concerning the Data Interface except those expressly stated in this Agreement.

3.2 Changes to MLS Policies. IRMLS may modify at any time, in its sole discretion, the Data Interface and MLS Policies.

3.3 Unavailability of Data. The Data Interface or access to the Licensed Data may occasionally 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 Licensed Data does not constitute a breach or default by IRMLS under this Agreement.

3.4 Third Party Contractors. IRMLS may use a third-party contractor, determined in IRMLS's sole discretion, to facilitate the Data Interface and any other responsibilities or rights of IRMLS under this Agreement. Such third-party contractors may have additional terms of use that Authorized Users must accept before using the Data Interface.

4. AUTHORIZED USERS' OBLIGATIONS

4.1 Compliance with MLS Policies. Each Authorized User must comply with the MLS Policies at all times. In the event of any perceived conflict between the MLS Policies and this Agreement, the MLS Policies govern.

4.2 Compliance with Law. Each Authorized User must comply with all laws applicable during the term of this Agreement in performance of their obligations under this Agreement, including the Fair Housing Act (42 U.S.C. §3601 et. seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et. seq.), and data protection laws relating to personally identifiable information ("PII") and data privacy.

4.3 Use Locations. Brokerage and Sales Licensee may display or deliver the Licensed Data only to the extent permitted by the MLS Policies and only at the Use Location(s) expressly indicated in the signature block. Vendor may make Licensed Data or the Confidential Information available only on behalf of Brokerage and Sales Licensee and only in a manner consistent with Brokerage's and Sales Licensee's obligations under this Agreement; Vendor must not make any other use of the Licensed Data, whether commercial or personal.

4.4 Other Display Requirements. Each Authorized User must ensure that all permitted displays are compliant with the standards of conduct in the MLS Policies and the National Association of REALTORS® Code of Ethics (if it applies to Brokerage). Each Authorized User must prevent any use the Licensed Data in any way that would mislead consumers, including ways that would misrepresent who is the listing Participant or Subscriber.

4.5 No Access to Third Parties. No Authorized User may make the Licensed Data, the Confidential Information, or access to the Data Interface available to any third party, including affiliates, franchisors, and subsidiaries, unless expressly authorized to do so under this Agreement.

4.6 Licensed Data Ownership. Brokerage and Sales Licensee acknowledge that ownership and use rights relating to copyrights in the Licensed Data are defined in the MLS Policies or in the terms of separate contracts between IRMLS and Brokerage, or Sales Licensee, or both. Vendor acknowledges that (as among the parties to this Agreement) Brokerage and IRMLS possess all right, title, and interest in all copyrights in the Licensed Data. No Authorized User may challenge or take any action inconsistent with IRMLS's ownership of or rights in the Licensed Data.

4.7 Warranties and Other Restrictions. Each Authorized User warrants that (a) its use of the Licensed Data (but not the Licensed Data itself) will not constitute infringement of any intellectual property rights, including copyright, patent, trademark, and trade secret rights, of any third party; (b) other than formatting data to conform to RESO standards or in compliance with MLS Policies, it will not alter any text data fields, alter photos, or remove, conceal, or alter any copyright management information or other proprietary notices contained in the Licensed Data; (c) it will not extract, modify, reverse engineer, or decompile the Licensed Data, except to the extent permitted by this Agreement and the MLS Policies; (d) it will not display, copy, download, sell, resell, use, distribute, or otherwise exploit the Licensed Data, except to the extent permitted by this Agreement and the MLS Policies; and (e) it will not use Licensed Data for any phishing, trolling, or similar activities, or harvest or collect email addresses or other contact information from the Licensed Data to sell, disclose, or otherwise distribute to any third party.

4.8 Data Access Fees. Authorized Users must (a) pay the applicable fees, if any, that IRMLS (or its shareholder associations/MLSs) customarily charges for data access and (b) acknowledge receipt of IRMLS's current schedule of such fees, if any. IRMLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to the other parties. Authorized Users are liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

4.9 Limitation on Offers of Compensation Using Licensed Data. Under a national settlement of private antitrust claims negotiated by the National Association of REALTORS® ("NAR") in the court cases *Burnett v. NAR* (Western District of Missouri) and *Moehrl v. NAR* (Northern District of Illinois) in 2024, IRMLS may not allow any Participant, including Brokerage, to "create, facilitate, or support any non-MLS mechanism (including by providing listing information to an

internet aggregators' website for such purpose) for listing brokers or sellers to make offers of compensation to buyer brokers or other buyer representatives (either directly or through buyers)." Authorized Users may take no action in violation of this provision. Authorized Users may, however, display Licensed Data and offers of compensation to buyer brokers or other buyer representatives only on those portions of the MLS Data that relate only to data and listings submitted, contributed, or input by Brokerage and its Subscribers.

5. BROKERAGE AND SALES LICENSEE OBLIGATIONS

5.1 Release of Vendor. If IRMLS notifies Brokerage or Sales Licensee of a breach of the MLS Policies or this Agreement and Brokerage or Sales Licensee does not immediately cure the breach, Brokerage and Sales Licensee must hold Vendor harmless from any liability arising from Vendor's cooperation with IRMLS under Section 6.1.

5.2 Sales Licensee Access. Sales Licensee's access to Licensed Data under this Agreement is subject to Brokerage's approval and authorization as described in the signature page.

5.3 Brokerage engagement with Vendor. Under this Agreement, Brokerage and Sales Licensee are permitted to work only with the Vendor named in this Agreement. If Brokerage or Sales Licensee chooses to engage a different vendor or additional vendors, Brokerage must enter into another contract with IRMLS and each such vendor.

5.4 Brokerage as Surety. Brokerage is surety for Sales Licensee's and Vendor's obligations under this Agreement.

6. VENDOR OBLIGATIONS

6.1 Remedy for Breach. Vendor must immediately correct any breach of this Agreement or violation of the MLS Policies within its control, whether committed by Brokerage, Sales Licensee, or Vendor, upon notice from IRMLS.

6.2 Customer Validation. Under this Agreement, Vendor is permitted to work only with the Brokerage and Sales Licensee. Vendor must not use data obtained under this Agreement to provide any services to Participants or Subscribers other than Brokerage and the Sales Licensee. **If Vendor provides services to Participants other than Brokerage or to Subscribers affiliated with Brokerage other than the Sales Licensee, Vendor must enter separate contracts with IRMLS. Vendor must ascertain, using the Data Interface on a daily basis, that Brokerage remains an eligible Participant and that each Sales Licensee remains affiliated with Brokerage. If Vendor fails to comply with the provisions of this section, IRMLS may terminate all of Vendor's access to the Licensed Data under this Agreement and all similar agreements, including those relating to work Vendor is doing for other Participants.**

6.3 Data Security and Privacy. Vendor must use industry best practices for firewalls and other network protocols to increase the security of its systems and must employ reasonable physical, technical, and administrative security measures to protect the Confidential Information and prevent unauthorized third-parties from accessing and using the Confidential Information. Vendor must monitor and test its security protocols from time to time. In the event of a

security breach of Vendor's systems or use of the Confidential Information by unauthorized third parties ("Security Event"), Vendor must (i) immediately notify IRMLS of the Security Event by email or telephone call with receipt confirmed by IRMLS; (ii) cooperate with IRMLS at Vendor's expense to stop the Security Event and prevent its reoccurrence; and (iii) indemnify, hold harmless and defend IRMLS against any loss, damage, claims, liabilities, or expenses, including reasonable attorneys' fees, arising out of or relating to a third party claim or suit arising from the Security Event or any breach by Vendor of its obligations under this section.

6.4 Reporting. Vendor must deliver to IRMLS periodic reports (at intervals IRMLS indicates by notice to Vendor) or make available to IRMLS a real-time interface permitting IRMLS to determine which Participants and Subscribers are using Vendor's services that incorporate any of the Licensed Data or derivatives of it.

6.5 Vendor as Surety. Vendor is surety for Brokerage's and Sales Licensee's obligations to pay fees under Section 4.8.

6.6 Brokerage as Vendor. If Brokerage performs its own technical work and there is no Vendor party to this Agreement, then Brokerage is responsible for all Vendor obligations under this Agreement.

7. COMPLIANCE REVIEWS & AUDITS

7.1 Compliance Reviews. IRMLS may in its reasonable discretion conduct periodic compliance reviews of Brokerage's, Sales Licensee's, and Vendor's use of the Licensed Data under this Agreement. Any Authorized User that receives a compliance inquiry from IRMLS must respond within 72 hours.

7.2 Audits. IRMLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Authorized Users to the extent reasonably necessary to ascertain Brokerage's, Sales Licensee's, and Vendor's compliance with this Agreement ("Audit"). IRMLS may conduct an Audit upon any notice reasonable under the circumstances. IRMLS may require an Audit of the Permitted Use before the Authorized Users release it for access by any of their customers. Audit activities may include, without limitation, obtaining full access to Brokerage's, Sales Licensee's, and Vendor's Use Locations and systems to ensure that Licensed Data is displayed in accordance with the MLS Policies; using all features available to end-users of Brokerage's, Sales Licensee's, and Vendor's systems that employ the Licensed Data; and posing as end users to register and test services Authorized Users make available to consumers using the Licensed Data. IRMLS must pay the costs it incurs, and the out-of-pocket costs Authorized Users incur, as part of any Audit; provided, however, Brokerage or Sales Licensee are liable for all costs of any Audit that discloses that any Authorized User has breached this Agreement.

8. CONFIDENTIAL INFORMATION

8.1 Standard of Care. The parties must 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 to the extent required by law or a court order; provided, however, that the disclosing party makes commercially reasonable efforts to notify the others in writing in advance of disclosure.

8.2 Return of Confidential Information. Within five days after termination of this Agreement, the receiving party must return to the disclosing party all Confidential Information of the disclosing party. The receiving party must also erase or destroy Confidential Information stored in digital, cloud, or other computer storage format. An officer of the receiving party must certify in writing that all materials have been returned or destroyed.

9. TERM AND TERMINATION

9.1 Term. The term of this Agreement begins on the date that IRMLS signs it and continues until terminated.

9.2 Termination. This Agreement terminates upon the occurrence of any of the following events: (a) immediately upon termination of Brokerage's privileges as a Participant in IRMLS; (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 Brokerage's notice to Vendor that Vendor is no longer designated to provide services to Brokerage; (f) with regard to any Sales Licensee, immediately upon any event that results in the Sales Licensee no longer being affiliated with Brokerage; and (g) as provided in Section 13.2.

9.3 Reinstatement. If Brokerage's privileges as a Participant (or Sales Licensee's privileges of affiliation with Brokerage or as a Subscriber) are suspended while this Agreement is in effect, and IRMLS subsequently reinstates those privileges, this Agreement will automatically be reinstated if IRMLS resumes its obligations under Section 3.1.

9.4 Suspension. If any Authorized User breaches this Agreement and entitles IRMLS to terminate under Section 9.2, IRMLS may in its sole discretion suspend its performance instead of terminating this Agreement. Additionally, IRMLS may suspend its performance under this Agreement if any Authorized User causes unreasonable demands on IRMLS servers or Data Interface, as determined in IRMLS's sole discretion. IRMLS may make this election by notice to the other parties within three days after the initiation of the suspension. Each Authorized User's obligations under this Agreement continue during any period of suspension.

9.5 Post-termination Obligations. In the event of any termination of this Agreement, each Authorized User must delete the Licensed Data and any derivative works based on it (except the portions of it relating to Brokerage's own listings). In the event of any suspension of this Agreement, no Authorized User may make any further use of the Licensed Data or any derivative works based on it (except the portions of it relating to Brokerage's own listings) until and unless Brokerage's or Sales Licensee's rights under this Agreement are restored.

10. DISCLAIMERS AND LIMITS ON LIABILITY

10.1 DISCLAIMERS. EACH AUTHORIZED USER ACKNOWLEDGES THAT IRMLS PROVIDES THE LICENSED 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.

10.2 LIMITATION OF LIABILITY. IN NO EVENT WILL IRMLS BE LIABLE TO ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF IRMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT WILL IRMLS BE LIABLE TO ANY AUTHORIZED USER FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES THAT AUTHORIZED USER HAS PAID IRMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. IRMLS WILL NOT BE LIABLE TO ANY AUTHORIZED USER FOR ANY CLAIM ARISING FROM INACCURACIES IN THE LICENSED DATA, ANY FAILURE TO UPDATE THE LICENSED DATA PROMPTLY, OR THE LICENSED DATA’S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. IRMLS MAKES NO WARRANTY, INCLUDING THOSE REGARDING TITLE, AVAILABILITY, OR NON-INFRINGEMENT, REGARDING TRADEMARKS LICENSED UNDER THIS AGREEMENT, IF ANY.

11. INDEMNIFICATION

11.1 General indemnification. Subject to Section 10.2, if a party breaches any provision of this Agreement, that party (the Indemnifying Party) must 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 losses, damages, and costs (including reasonable attorneys’ fees) arising from each claim of any third party resulting from the breach.

11.2 Vendor indemnification. Vendor indemnifies IRMLS, Brokerage, Sales Licensee, and customers of IRMLS, Brokerage, or Sales Licensee, to whom Vendor provides a product or service using Licensed Data against any losses, damages, and costs (including reasonable attorneys’ fees) arising from any third-party claim that Vendor’s product or service infringes the third-party’s intellectual property rights, including copyright, patent, trademark, and trade secret rights (but excluding any claims that are based on the Licensed Data itself causing the infringement).

11.3 Indemnification process. The Indemnified Parties must (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 are entitled to engage their own local counsel at the Indemnifying Party’s expense.

12. REMEDIES AND DISPUTES

12.1 Applicable law and venue. This Agreement is governed by and interpreted according to the laws of the State of Indiana, without regard to its conflicts and choice of law provisions. Any proceeding arising under this Agreement, including motions for injunctive relief, arbitration, or litigation, shall take place in Tippecanoe County, Indiana.

12.2 Injunctive relief. Because of the unique nature of the Licensed Data and Confidential Information, each Authorized User acknowledges that IRMLS would suffer irreparable harm if any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate IRMLS for a breach. IRMLS is therefore entitled, in addition to all other forms of relief, to seek injunctive relief to restrain any threatened, continuing, or further breach by any Authorized User, without showing or proving any actual damages sustained by IRMLS and without posting any bond.

12.3 Liquidated damages. Each Authorized User acknowledges that damages suffered by IRMLS from an unauthorized third party's access to the Licensed Data as a result of disclosure of any passwords or an unauthorized disclosure of the Licensed Data to a third party would be speculative and difficult to quantify. Accordingly, if any Authorized User or its employees, agents, or contractors, disclose any password to access the Licensed Data or disclose the Licensed Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, the Authorized Users are liable to IRMLS for liquidated damages in the amount of \$5,000 for each such disclosure and for termination of this Agreement. Liability of Authorized Users under this section is joint and several. The provisions of this section are a material inducement to IRMLS to enter into this Agreement.

12.4 Dispute resolution. The provisions of this section do not prevent IRMLS from exercising any of its rights under Section 12.2. Non-binding mediation in good faith is a condition precedent to asserting any claim, whether in arbitration or the courts, under this Agreement. If IRMLS claims that any Authorized User has violated the MLS Policies, IRMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the MLS Policies, provided IRMLS does not also base an arbitration claim or lawsuit that any Authorized User has breached this Agreement on the same facts. Except as set forth in the preceding sentence, the parties must submit any controversy or claim arising out of or relating to this Agreement, or the breach thereof, to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection. Any party may enter judgment on the award rendered by the arbitrator(s) in any court having jurisdiction.

12.5 Attorney's fees. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision of it, it is entitled to reasonable attorney's fees and costs for the legal action.

13. GENERAL PROVISIONS

13.1 Notice. All notices given under this Agreement must be mailed or electronically mailed to the parties at their respective addresses provided in the signature block or another address of which any party may advise the others in writing during the term of this Agreement; and are effective the earlier of the date of receipt or three days after mailing or other transmission. Each Authorized User must notify IRMLS within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

13.2 Assignment. No Authorized User may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party. Any purported assignment or delegation by any Authorized User in contravention of this section is null and void and immediately causes this Agreement to terminate.

13.3 Relationship of the Parties. The parties to this Agreement are independent contractors. No party may be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of IRMLS or have any authority to make any agreements or representations on the behalf of IRMLS. Each party is solely responsible for the payment of compensation, insurance, and taxes of its own employees.

13.4 Survival of Obligations. The following Sections will survive termination, expiration, or suspension of this Agreement in perpetuity: Section 1 Definitions, Section 4.6 License Data Ownership, 4.7 Warranties and Other Restrictions, 4.8 Data Access Fees, Section 5.1 Release of Vendor, Section 5.4 Brokerage as Surety, 6.2 Customer Validation, Section 6.4 Vendor as Surety, Section 8 Confidential Information, Section 9.5 Post-termination Obligations, Section 10 Disclaimers and Limits on Liability, Section 11 Indemnification, Section 12 Remedies and Disputes, and Section 13 General Provisions.

13.5 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.

13.6 Severability. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions remain in full force and effect. If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, this Agreement will be reformed so that the invalid or unenforceable provision is replaced, if possible, with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

13.7 Amendments. IRMLS may amend this Agreement by providing 30 days' advance notice of the amendment to Brokerage and Vendor. Brokerage's, Sales Licensee's, or Vendor's use of the Data Interface or the Licensed Data after the expiration of the 30-day notice period serves as the assent of all Authorized Users to the Agreement as amended. Each Authorized User makes each other Authorized User its agent for purposes of assenting to amendments under this section. Sales Licensee expressly consents to IRMLS making communications and notices under this Agreement to

Brokerage only. Brokerage must provide its Sales Licensee notice of any amendments provided to Brokerage under this section.

13.8 Entire Agreement. Subject to MLS 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. In the event of any dispute regarding the interpretation of the terms of this Agreement, it will not be construed for or against any party on the grounds that the Agreement was prepared by any one of the parties.

13.9 Execution. This Agreement may be executed in two or more counterparts, each of which constitutes an original Agreement, but all of which together constitute one and the same executed agreement. This Agreement may be electronically signed, and any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[end of agreement]

DATA LICENSE SIGNATURE PAGE _____ Office Request _____ Agent Request	
Brokerage Name (including legal name and DBA, if applicable):	
Managing Broker Name:	
Signature:	
Agent Name: (if applicable)	
Agent Signature:	
Date:	

PERMITTED USE – This Agreement is for the following Permitted Use(s) (check all that apply):	
<input type="checkbox"/> IDX	LIST USE LOCATION/WEBSITE URL:
<input type="checkbox"/> VOW	LIST USE LOCATION(S)/WEBSITE URL:
<input type="checkbox"/> Brokerage Valuation	LIST USE LOCATION(S)/WEBSITE URL:
<input type="checkbox"/> Brokerage BBO	
<input type="checkbox"/> Participant Data Return	

_____ **New DATA ACCOUNT** – \$250 non-refundable Set-Up fee and \$250 annual fee

_____ **Additional DATA ACCOUNT** – \$150 annual fee, \$250 Set-Up fee **New Vendors Only**

_____ **Smart Frame IDX Solution** – \$75 non-refundable Set-Up fee & \$150 annual fee

_____ **Vendor Change** – \$50.00 change fee – \$250 Set-Up fee if Vendor is new to IRMLS

Select Delivery Method:

_____ **RETS Data Delivery**

_____ **Web API (Open MLS) New Vendors** billed \$250 non-refundable Set-Up fee & \$600 annual fee *RETS to API transfer - \$100

VENDOR	
Vendor Name:	
Signature:	
Name/Title:	
Date:	
IRMLS	
MLS Name:	Indiana Regional MLS LLC
Signature:	
Name/Title:	
Effective Date of Agreement:	

PARTICIPANT DATA LICENSE

Brokerage/Agent Contact Information

Brokerage Name: _____ Firm NRDS#: _____

Participant (Managing Broker) Name: _____ NRDS#: _____

*Member Email: _____ Office Phone: _____

(*IRMLS communications are all electronic. Email is required)

Firm Address: _____ Participant License#: _____
Street, City, State, & Zip

Agent Use Only

Agent Name: _____ Cell Phone: _____

Agent Email: _____ License#: _____

NRDS#: _____ Local Board: _____

*Managing Broker authorizes IRMLS to provide IRMLS Data to Agent listed above to support "Permitted Use" listed on page28. Managing Broker is responsible for ensuring compliance. **The Broker/Agent agree not to release the site publically until IRMLS has approved the site. Broker/Agent will notify IRMLS at idx@irmls.net upon completion of website and provide five (5) days notice of any change.***

Vendor "Official" Contact Information

Vendor Company: _____

Vendor Contact: _____

Vendor Address: _____
Street, City, State, & Zip

Phone: _____ Website Address: _____

Email Address: _____
(IRMLS uses email for all communications. Email address must be supplied.)

Vendor Contact Information for Technical Matters

Name: _____

Phone: _____

Email: _____

Billing Contact/Name/Email: _____

PARTICIPANT DATA LICENSE

Exhibit A – Specified Sales Licensee

_____ (Brokerage name) authorizes each Sales Licensee listed below to work with

_____ (Vendor name) for the Permitted Use selected below.

Signature

Printed Name, Title

Date

Each Sales Licensee is identified by name here, and each must sign this Agreement. By doing so; each agent agrees to the terms and conditions of the Participant Data License and consents to IRMLS sending communications and notices under this Agreement to Brokerage only. (Attach additional pages if necessary.)

Sales Licensee Name	Signature	URL or Use Location	Permitted Use (check all that apply)
			<input type="checkbox"/> IDX <input type="checkbox"/> BBO <input type="checkbox"/> Brokerage Valuation
			<input type="checkbox"/> IDX <input type="checkbox"/> BBO <input type="checkbox"/> Brokerage Valuation
			<input type="checkbox"/> IDX <input type="checkbox"/> BBO <input type="checkbox"/> Brokerage Valuation
			<input type="checkbox"/> IDX <input type="checkbox"/> BBO <input type="checkbox"/> Brokerage Valuation
			<input type="checkbox"/> IDX <input type="checkbox"/> BBO <input type="checkbox"/> Brokerage Valuation
			<input type="checkbox"/> IDX <input type="checkbox"/> BBO <input type="checkbox"/> Brokerage Valuation
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			<input type="checkbox"/> IDX <input type="checkbox"/> BBO <input type="checkbox"/> Brokerage Valuation
			<input type="checkbox"/> IDX <input type="checkbox"/> BBO <input type="checkbox"/> Brokerage Valuation
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			<input type="checkbox"/> IDX <input type="checkbox"/> BBO <input type="checkbox"/> Brokerage Valuation
			<input type="checkbox"/> IDX <input type="checkbox"/> BBO <input type="checkbox"/> Brokerage Valuation
			<input type="checkbox"/> IDX <input type="checkbox"/> BBO <input type="checkbox"/> Brokerage Valuation

PARTICIPANT DATA LICENSE Addendum – Add/Remove Sales Licensee

_____ (list Brokerage name)

Check one:

- adds authorization for the following Permitted Use:
 - IDX
 - VOW
 - Brokerage Valuation
 - Broker Back Office

Use Location(s): _____

- revokes authorization

for _____ (*Sales Licensee name*) to work with _____ (*Vendor name*)

Sales Licensee must sign this Addendum if Brokerage is adding authorization for Sales Licensee. Sales Licensee agrees to the terms and conditions of the Participant Data License and consents to IRMLS making communications and notices under this Agreement to Brokerage only.

Sales Licensee Signature Print Name, Title Date

If Brokerage signature is required, Brokerage submits this Addendum to the Participant Data License previously executed between Brokerage and IRMLS.

Brokerage Signature Print Name, Title Date

APPENDIX E - IRMLS DATA DISPLAY COMPLIANCE REVIEW

IRMLS Data Display audit requirements are below. IDX Subscriber has five (5) business days to make changes and provide notice to IRMLS. If no changes are required below, site is deemed to be in compliance with IDX rules and ready for public use.

IDX Policy affords MLS Participants the ability to authorize limited electronic display of their listings by other participants provided the site is *under participant's control*; site means website, mobile apps, and audio devices. *display" includes "delivery" of listings.

Agent/Office Name _____ Date: _____

Website Address: _____

A checkmark "✓" means site is in compliance with the rule. An "✗" means the site is not in compliance.

1. 18.3.8 This Disclaimer must be prominently displayed on the member's website:
"IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. Data is deemed reliable but is not guaranteed accurate by the MLS."
2. 18.2.5 IDX Subscriber must refresh all MLS downloads at least every twelve hours.
A date & time stamp is required on the IDX display page.
3. 18.2.7 Any IDX display must CLEARLY identify the **name of the brokerage firm** under which the site operates.
4. 18.2.12 IDX listings must identify listing firm & **email or phone number provided by the listing Participant** in a reasonably prominent location & readily visible color & typeface not smaller than median used in display of listing data.
Broker selected "Contact Information" is available in RETS Field: "L_AttributionContact"
5. 18.3.4 IDX listings must identify the listing agent * Except when exempted in the IDX rules
6. 18.3.7 IDX listings must show IRMLS as the source of information. *"IDX information provided by the Indiana Regional MLS"*
7. 18.3.12 IDX rules prohibit the display of off-market listings with the exception of Sold/Pending Status.
8. 18.3.13 Display of sellers and/or occupant's name, phone number, & email address is prohibited.
9. 18.3.1 Listings displayed on IDX sites can only display IRMLS approved data fields Display of Confidential fields prohibited.
10. 18.3.15 Participants must maintain an audit trail of consumer activity on their website in case of security breach.
11. 18.2.9 Participants shall maintain a means (e.g. phone, address, email) to receive comments about the accuracy of the data or information that is added by or on behalf of the Participant beyond the MLS.
12. Section 4.4 IRMLS Rules & REGS - **USE OF THE TERMS MLS & MULTIPLE LISTING SERVICE**
IDX Sites shall NOT include verbiage suggesting the public is accessing the MLS or that firm or individual is an MLS.
Ex: Search MLS Listings, Search the MLS etc. Click here for MLS
13. 18.2.11 Participants may augment IDX display with applicable property info from other sources on same page or display. CLEARLY separated from MLS data. Source of information must be clearly identified in immediate proximity to data.
14. 18.3.16 Deceptive or misleading advertising or co-branding on IDX pages is prohibited.
15. **DMCA - MLS Sec.11:** Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances penalties for copyright infringement on the Web. The law provides exemptions or "safe harbors" from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of "online service provider" broadly, likely would include MLSs and IDX Subscribers.

*Display of minimal info (200 characters or less) are exempt from this requirement if linked directly to a display that includes all required disclosures. For audio delivery of listing content, required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.