

SAVANNAH MULTI-LIST CORPORATION

*** Internet Data Exchange ("IDX") *
(P/K/A Broker Reciprocity)**

Broker and Agent informational packet

Version 2.4
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**For the most recent version of this document, please send an e-mail request to
patrickk@savannahboardofrealtors.com.
Savannah Multi-List Corporation**

7015 Hodgson Memorial Drive
Savannah, Georgia 31406
Phone: 912-354-1513 Fax: 912-354-1751

Office Name: _____ **Office #:** _____

Broker : _____

Agent Name: _____ **Agent Member #:** _____

Website URL: _____

Vendor: _____

Below for SMLC use only:

Emailed: _____
Master: _____
Members: _____

Setup: \$25.00 to Broker A/R _____
Monthly: \$17.50 to member A/R _____
Completed date/initials: _____

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SAVANNAH MULTI-LIST CORPORATION ("SMLC")

1 Overview

WHAT IS INTERNET DATA EXCHANGE?

Simply: It is a system where brokers give each other permission to display their listings on each other's web sites and on the web sites of their agents. Brokers who participate in the program (called "IDX Subscribers") can display all of each other's active listings. If a broker chooses not to participate, no other brokers or agents will be permitted to display its listings. A broker can include its listings in the IDX database without even having a web site.

WHY IS SMLC DOING IDX?

The purpose of Internet Data Exchange is to empower REALTORS® to deal with the real estate consumer of the future. Among the objectives to which SMLC is committed are: 1) permitting brokers and agents to fully market their services on the Internet; 2) permitting the brokerage community to take advantage of the data brokers have contributed to the system; and 3) permitting brokers and agents to obtain and maintain first contact with the consumer in the real estate transaction. Increasingly, consumers are looking to the Internet for information about real estate for sale. Until IDX, they were not finding that information at broker-owned web sites. The sites with the best data, and from the consumer's perspective, that means the *most* data, were not controlled by REALTORS®. Some brokers asked SMLC, "Why can't a broker web site be the place with the most listings?" Thanks to IDX, it can! This approach provides several advantages:

Brokerage web sites can become the best source of listing data. If most brokers and agents participate, the number of listings in the reciprocal database can easily reach and even exceed the number on other popular sites.

Participating brokers may display more data fields (like square footage) than current web sites are allowed to display.

When consumers visit the web sites of reciprocal brokers or their agents, they will stay longer because the brokers and agents have more listing data to offer. The broker and agent sites may also offer easier interfaces for consumers, since many other sites are "cluttered" with non-listing content. As brokers and agents become more innovative in offering on-line services, this will be a critical factor in their success.

HOW DOES MY FIRM PARTICIPATE IN IDX?

Follow the instructions in the following sections.

2 Quick start: 2 steps to IDX

STEP 1: BECOMING AN IDX SUBSCRIBER

A broker becomes an IDX Subscriber by giving all other IDX Subscribers permission to display its active listings on their web sites according to the IDX Rules and Regulations. In so doing, the broker obtains permission from all other IDX Subscribers to display their active listings. The broker gives permission and gets permission in the same act. The broker does not have to have a web site to take advantage of IDX.

If you want to participate, you or your broker, if you are an agent, must fill out the form, "Adding/Dropping IDX," attached at the back of the packet. If you do not fill out the form now, you can fill it out at any time later. Your data will start or stop appearing in the IDX Database the **next business day**.

STEP 2 (OPTIONAL): PUTTING IDX DATA ON A WEB SITE

A broker does not have to have a web site to be an IDX SUBSCRIBER, but to take maximum advantage of the program, you will want one. To put IDX Data on your broker or agent web site, you have to take four steps:

1. Sign SMLC's "IDX Data Feed" contract (attached at the back of this IDX packet) or create an iframe link in Matrix. A data feed provides SMLC data that must be processed by your vendor. It allows your vendor a great deal flexibility in designing search and display configurations. An iframe out of Matrix is quick and easy but offers limited search and display design choices. See Section 4 for more details.
2. Get a web site.
3. Incorporate the IDX Data into your web site through the use of a data feed or iframes.
4. Obey the IDX Rules and Regulations.

3 Fees

The Savannah Multi-List Corporation's Board of Directors reserves the right to change fees or adjust fees for any services, in its sole discretion. Currently, the fees are as follows:

- A. Data Feed Contract: \$25.00 set up fee, \$17.50 per month, per web site, billed to the Broker.
- B. Matrix iframes: No charge

4 Technical overview

Two methods have been designed to provide access to the IDX Data for IDX Subscribers.

The first method is a data feed using a RETS feed. (RETS stands for Real Estate Transaction Standard. It's the industry standard file format that a client computer – like your PC – to download whole or partial files from the MLS.) Information can be found at www.reso.org. In order to use the RETS site, you will need an ID and password assigned by SMLC. To initiate RETS access, you need to fill out and send to SMLC the Internet Data Exchange Data Feed contract at the end of this document. SMLC will verify the necessary information and send your vendor the ID, password, and the log on address for our RETS site.

The second method is to use an iframe. This method allows you to incorporate SMLC's search engine into your web site through member-specific frameable links. The search page can be "framed" to appear directly on your web site or displayed when a consumer clicks a separate search button on your web site. To obtain a link, go to Matrix / My Matrix / Settings / IDX configuration. Here you can configure up to 3 different iframe links.

If you don't understand all this, that's a sure sign you should be working with a consultant or web design firm to put this data on your site. If your consultant or design firm doesn't understand this, you should consider a different firm.

5 Sample disclosures

A. MANDATORY DISCLOSURES

SMLC requires that you include certain disclosures on your web site. With the exception of the copyright notices, the examples that appear here are merely suggestions. If you use these suggestions, you will be assured of compliance with applicable provisions of SMLC's rules. But you may use language of your own choosing so long as it achieves the same objectives.

Explanation of data source:

Under Section 18.4.6 of SMLC's Rules and Regulations, your web site must display a disclosure indicating the source of the IDX Database data on your site. The following disclosure will satisfy this requirement:

"The data relating to real estate for sale on this web site comes in part from the Internet Data Exchange program of the Savannah Multi-List Corporation. Real estate listings held by brokerage firms other than [insert your firm's name here] are marked with the name of the listing brokers."

Accuracy disclaimer on other IDX SUBSCRIBER'S listings:

Under Section 18.4.7 of SMLC's Rules and Regulations, your web site must display a disclosure indicating that data from other IDX Subscribers is "deemed reliable but not guaranteed." Any similar language indicating both that the listing broker believes the data provided to be accurate but that it does not guarantee the data will be acceptable as an alternative. Some examples of acceptable alternatives:

"The broker providing these data believes them to be correct, but advises interested parties to confirm them before relying on them in a purchase decision."

"Listing broker has attempted to offer accurate data, but buyers are advised to confirm all items."

Copyright notice:

Under Section 18.4.6 of SMLC's Rules and Regulations, your web site must display SMLC's copyright notice on any detailed listing data of another IDX SUBSCRIBER. **This notice must appear exactly as in one of these two options:**

Option A: "Copyright nnnn Savannah Multi-List Corporation. All rights reserved." [Where nnnn is the current year.]

Option B: "© nnnn Savannah Multi-List Corporation. All rights reserved." [Where nnnn is the current year.] Note, you may not substitute a "c" in parentheses – "(c)" – for the copyright symbol – "©." If your web site cannot display the copyright symbol, you must use option A and spell out the word "Copyright."

Update frequency:

Under Section 18.3.5 of SMLC's Rules and Regulations, SMLC requires that the site include a disclaimer indicating the frequency and days of update. Alternatively, a "Data last updated: xx/xx/xx" on the search page would be effective. For example:

On the data search page: "This data is updated weekly on Saturday nights. Some properties which appear for sale on this web site may subsequently have sold and may no longer be available."

On the results page: "This data up-to-date as of [fill in update date here]. For the most current information, contact [your firm name, phone number, and e-mail address]."

Less than all the Broker Reciprocity Database:

Under Section 18.2.4 of SMLC’s Rules and Regulations, SMLC requires that the site disclose the nature of excluded information. For example, an IDX Subscriber may choose to display only those listings from a particular geographic area, in a particular price range, in a particular property type, etc. An IDX Subscriber may even choose to exclude listings of some of its competitors. A disclosure is required because: 1) The IDX Subscriber may be advertising the web site as “the most complete compilation of houses for sale on the Internet”; if the IDX Subscriber is intentionally excluding listings from this “most complete” of compilations, it should disclose that to consumers to avoid claims that its advertising is not giving a true picture. 2) If the IDX Subscriber excludes listings without disclosing to consumers, savvy consumers will note discrepancies between IDX Subscriber web sites and may begin to distrust your site. A disclosure might look like either of these:

“[Your firm’s name here] participates in SMLC’s Internet Data Exchange program, allowing us to display other broker’s listings on our site. However, [firm name] displays only [listings in Chatham County]][only condominium listings]][exceptional properties (with list prices above \$500,000)].”

“[Your firm name] does not display the entire SMLC Internet Data Exchange database on this web site. The listings of some real estate brokerage firms have been excluded.”

EXHIBITS

Appendix A Add Drop Form: Every Broker needs to sign this form either agreeing or not agreeing to participate in IDX.

[If you want a broker website or an agent website, choose B or C, but not both.]

Appendix B Internet Data Exchange Data RETS Feed Contract: Only sign this agreement if you want to have a website that extracts raw data from the MLS. Your website will have to be programmed to organize the data. Your website consultant must sign the agreement also. If you are seeking an agent website, your broker must sign the Contract.

Appendix C Rules and Regulations

Appendix D Listing Exception Form

APPENDIX A

SAVANNAH MULTI-LIST CORPORATION
Adding/Dropping IDX

This form permits you to opt in or out of the IDX program and to indicate whether addresses should be displayed on your listings on other brokers' web sites. If you opt in, you are considered an IDX Subscriber ("IDX Subscriber"). Becoming an IDX Subscriber does not cost you anything, and it does not require you to do anything else. It is only if you wish to display IDX Data on your web site that you need to take any further steps.

See SMLC's *IDX: Broker and Agent Informational Packet* for further details. **This form must be filled out completely and signed by the Designated Broker for your office. There are no exceptions.** Once you have filled it out and signed it, deliver or mail it to SMLC at 7015 Hodgson Memorial Drive, Savannah Georgia 31406.

Office Name: _____ Firm MLS ID: _____

Designated Broker: _____ Broker MLS ID: _____

E-mail address: _____

Office Street Address: _____

Office City, ST, ZIP: _____

Office Phone: _____ Fax: _____

Should this form apply to any other offices of your firm? If so, list the SMLC office identification numbers on this form or attach a separate page with a list of the offices to which this form should apply.

INITIAL ONE OF THESE TWO BOXES. By so doing, you are agreeing to the understandings indicated next to it.

_____ **I CONSENT FOR MY COMPANY TO BE AN IDX SUBSCRIBER.**

I understand that I am hereby giving every other IDX Subscriber in SMLC permission to advertise my active MLS listings on its own web site, subject to the Rules and Regulations of SMLC. Other IDX Subscribers are not obliged to display my listings. I authorize SMLC to distribute my active listing data to other IDX Subscribers pursuant to its Rules and policies.

_____ **I DO NOT CONSENT FOR MY COMPANY TO BE A IDX SUBSCRIBER.**

I understand that this means that other IDX Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the IDX program of SMLC. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

I am the Designated Broker for the MLS office whose ID number first appears above. I represent that I have authority to execute this form on behalf of my own office and all other offices listed above.

Signature: _____

Print Name: _____

Date: _____

Appendix B

IDX DATA FEED AGREEMENT (USE FOR RETS ACCESS)

Note: This form is a legally binding contract between you, your broker if you are an Agent, SMLC and your Consultant. It should be used if you are seeking file transport protocol rights to utilize multi-list data in your website. Simultaneously or prior to submitting this form/contract, you or your broker, if you are an Agent, must become an Internet Data Exchange Subscriber. See SMLC's *Internet Data Exchange: Broker and Agent Informational Packet* for further details. **This form/contract must be filled out completely and signed by an owner of your firm. There are no exceptions.** If this contract is for an Agent website, it must be signed by the Agent. Once you have filled it out and signed it, deliver or mail it to SMLC at 7015 Hodgson Memorial Drive, Savannah Georgia 31406. SMLC will sign the agreement and return a copy to you with information on how to access the data feed.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and among **SAVANNAH MULTI-LIST CORPORATION**, ("SMLC"), a Georgia corporation and _____ [insert name of the real estate company whose name and contact information appear on the signature page of this Agreement designated "Firm Information and Signature"] (the "**Company**"), and _____ [insert name of the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated "Consultant Information and Signature" (collectively, "**the Consultants**")], if any.

ONLY IF THIS CONTRACT IS FOR AN AGENT WEBSITE, COMPLETE THE AGENT INFORMATION BELOW:

_____ [insert name of the real estate agent whose name and contact information appear on the signature page of this Agreement designated "Agent Information and Signature"] (the "**Agent**"), if any.

RECITALS:

A. Company or Agent wishes to obtain, and SMLC wishes to provide, data for Company's or Agent's web site, including the listing data of other real estate brokerages participating in SMLC. Company or Agent may wish to engage Consultants, i.e., other companies or individuals who are not employees of Company or Agent, to perform data downloading, manipulation, and formatting, as well as programming and web design.

SECTION 1

DEFINITIONS

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

Affiliated Association: Any association or board of REALTORS that purchases Multiple Listing Services from SMLC for resale to its members.

Internet Data Exchange Database or IDX Data: The current aggregate compilation of all active exclusive right to sell listings of all Internet Data Exchange Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. SMLC owns the IDX Data.

Web Site Operator or WSO: If an Agent is indicated above, this Agreement shall be utilized for an Agent web site, rather than a Company web site, and the Agent shall be the WSO. If no Agent is listed, this Agreement shall be utilized for a Company web site only, and the Company shall be the WSO.

Internet Data Exchange Subscriber or IDX Subscriber: A Subscriber who gives permission to other Subscribers to display its active listings on their web sites in return for their permission to advertise their listings on its web site.

Multiple Listing Service: A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property.

Rules: The Rules and Regulations of SMLC, as amended from time to time, and any operating policies relating to the IDX Data and IDX Subscribers promulgated by SMLC.

Subscriber: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from an Affiliated Association or from SMLC directly.

Subscriber Data: Data relating to real estate for sale, previously sold or listed for sale, including the IDX Database, and data relating to Subscribers and Affiliated Associations, entered into the Matrix System by Subscribers and SMLC. SMLC owns the Subscriber Data.

SECTION 2

SMLC'S OBLIGATIONS

- 2.01 During the term of this Agreement, SMLC grants to WSO a license to:
 - a. display the IDX Data on WSO's web site, and
 - b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on WSO's web site.
- 2.02 During the term of this Agreement, SMLC agrees to provide to WSO and its Consultants:
 - a. a user identification number and password to allow access to the IDX Data via the internet using a data link process under the same terms and conditions SMLC offers to other Subscribers;
 - b. seven (7) days' advance notice of changes to the file and record formats of the IDX Data; and
 - c. seven (7) days' advance notice of changes to the Rules.

SECTION 3

WEB SITE OPERATOR'S OBLIGATIONS

- 3.01 WSO shall comply with the Rules at all times.
- 3.02 WSO acknowledges SMLC's ownership of the copyrights in the Subscriber Data and the IDX Data.
- 3.03 WSO shall comply with the requirements relating to Confidential Information set forth below.
- 3.04 In the event that WSO desires to make the IDX Data or the Confidential Information available to any third party, WSO agrees to require such third party to execute this Agreement and become a Consultant.
- 3.05 If SMLC notifies WSO of a breach of the Rules or this Agreement and WSO does not immediately cure such breach, WSO agrees that SMLC may seek cure from the Consultants, or any one of them.
- 3.06 WSO shall notify SMLC within five (5) business days of any change to the information relating to WSO on the Information and Signature page below.

SECTION 4

CONSULTANT'S OBLIGATIONS

- 4.01 If SMLC notifies WSO of a breach of the Rules or this Agreement and WSO does not immediately cure such breach, SMLC may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with SMLC and act immediately upon notification by SMLC of an uncured breach by WSO.
- 4.02 Each Consultant acknowledges SMLC's ownership of the copyrights in the Subscriber Data and the IDX Data.

- 4.03 Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
- 4.04 Each Consultant shall notify SMLC within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

SECTION 5

FEES

- 5.01 The WSO shall pay SMLC a \$25.00 set up fee and \$17.50 monthly fee due initiated upon execution of this Agreement for so long as this Agreement remains in effect. A \$25.00 Transfer fee will be billed if there is a change in the third party receiving the feed or if an Agent feed is transferred to another Broker.

SECTION 6

CONFIDENTIAL INFORMATION

- 6.01 **“Confidential Information”** is information or material proprietary to SMLC or designated “confidential” by SMLC and not generally known to the public, that Company, Agent or Consultants or any one of them (the “Receiving Party”) may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):
- a. all Subscriber Data, except the IDX Data to the extent to which this Agreement and the Rules permit its disclosure;
 - b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
 - c. software, source code, object code, diagrams, flow charts;
 - d. techniques, procedures;
 - e. IP addresses, access codes and passwords; and
 - f. any information that SMLC obtains from any third party that SMLC treats as proprietary or designates as Confidential Information, whether or not owned or developed by SMLC.
- 6.02 **Exceptions.** The Confidential Information does not include information that:
- a. is in the public domain at the time of disclosure;
 - b. is known to the Receiving Party at the time of disclosure;
 - c. is used or disclosed by the Receiving Party with the prior written consent of SMLC, to the extent of such consent;
 - d. becomes known to the Receiving Party from a source other than SMLC without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with SMLC; or
 - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to SMLC prompt notice of any such order.
- 6.03 **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with SMLC or with the third parties in whom title existed prior to this Agreement or prior to disclosure by SMLC.
- 6.04 **Restrictions on Use – Scope of Use.** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.
- 6.05 **Restrictions on Use – Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of SMLC to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble

any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.

- 6.06 **Restrictions on Use – No Third Party Access.** Only the Receiving Party’s own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from SMLC. If SMLC grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.
- 6.07 **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without SMLC’s prior written consent. In the event SMLC grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
- 6.08 **Termination and Return of Materials.** Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by SMLC, the Receiving Party will return to SMLC all Confidential Information and all other materials provided by SMLC to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of SMLC, an officer of the Receiving Party will certify in writing that all materials have been returned to SMLC and all magnetic or computer data have been destroyed.

SECTION 7

TERM AND TERMINATION

- 7.01 The term of this Agreement begins on the “Effective Date” set forth on the “SMLC Information and Signature Page” below. SMLC has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:
- a. SMLC’s notice to WSO that this Agreement is terminated.
 - b. WSO’s notice to SMLC that it no longer intends to display IDX Data on its web site.
 - c. Termination of WSO’s, or if WSO is an Agent, Company’s privileges as a Subscriber either by SMLC or the Affiliated Association from which Company purchases Multiple Listing Services.

SECTION 8

GENERAL PROVISIONS

- 8.01 **Survival of Obligations.** The obligations of WSO set forth under “Web Site Operator’s Obligations” above and the obligations of Consultants under “Consultants’ Obligations” above shall survive the termination or expiration of this Agreement.
- 8.02 **SMLC’s Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, WSO and Consultants acknowledge that SMLC would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement, and that monetary damages would be inadequate to compensate SMLC for a breach. SMLC is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Company, Agent or Consultants or any one of them, without showing or proving any actual damages sustained by SMLC.
- 8.03 **Attorney’s fees.** If SMLC prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay SMLC’s reasonable attorney’s fees and costs for such legal action.
- 8.04 **Limitation of Liability.** SMLC’s liability to Company, Agent and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Company, Agent and Consultants to SMLC, if any, under this Agreement. Company’s, Agent’s and Consultants’ only other remedy shall be termination of this Agreement. SMLC shall not be liable for any incidental or consequential damages under any circumstances, even if SMLC has been advised of the possibility of such damages. SMLC shall have no liability for inaccuracies in the IDX Data or the Subscriber Data.

- 8.05 **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement, and shall be deemed effective when received.
- 8.06 **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.
- 8.07 **No Assignment.** Neither the WSO nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of SMLC.
- 8.08 **Entire Agreement.** 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. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.
- 8.09 **Applicable Law.** This Agreement is governed by and enforced according to the laws of the State of Georgia.
- 8.10 **Company's Liability.** If WSO is an Agent, the Company is made a party to and has executed this Agreement for the purpose of consenting to Agent's operation of a web site displaying IDX Data.

[The remainder of this page left blank intentionally]

SMLC Information and Signature:

SAVANNAH MULTI-LIST CORPORATION

By: _____

Its: _____

Effective Date: _____

This box is for SMLC's use only. SMLC will fill out the information in it after signing this Agreement. SMLC will then return a copy of this Agreement to Company and Consultants. The contents of this box are Confidential Information under this Agreement.

User ID: _____

Password: _____

Consultants Identified: _____

Consultant(s) Name(s): _____

Listing Office ID: _____

Listing Office Name: _____

Broker or Contact Person: _____

Company Information and Signature:

Company Name: _____

Company MLS ID: _____

Designated Broker Name: _____

Broker MLS ID: _____

E-mail address: _____

(You *must* supply an e-mail address here. This address will be SMLC's principal means of communicating with you for notices under this Agreement.)

Company Address: _____

Telephone: _____

Fax: _____

Signature:

_____ (LS.)

By: _____

Title: _____

Execution Date: _____

Agent Information and Signature:

Agent Name: _____

E-mail address: _____

(You *must* supply an e-mail address here. This address will be SMLC's principal means of communicating with you for notices under this Agreement.)

Agent Address: _____

Telephone: _____ Fax: _____

Signature:

_____ (LS.)

Execution Date: _____

Consultant Information and Signature:

NOTE TO Company: Reproduce this page for each individual/company to whom you intend to provide access to the Broker Reciprocity Data under this Agreement.

Consultant (company or individual) Name: _____

E-mail address: _____

(You *must* supply an e-mail address here. This address will be SMLC's principal means of communicating with you for notices under this Agreement.)

Consultant Address: _____

Telephone: _____ Fax: _____

Website address using data from this feed _____

*******Approval cannot be issued if the site URL is not provided *******

Signature:

_____ (L.S.)

By: _____

Title: _____

Execution Date: _____

OPTIONAL:

RETS Application Name: _____

User Agent Name: _____

User Agent Password: _____

NOTE TO CONSULTANT: Be sure to enter into this Access to IDX data feed contract with SMLC and every real estate broker to which you provide services. Failure to complete this agreement for each Office and/or Broker and/or Agent end point URL will result in the termination of the data feed

Appendix C

IDX RULES AND REGULATIONS

Section 18.1 Definitions

Internet Data Exchange (“IDX”) affords Participants the option of authorizing display of their active listings on other Participant’s internet websites, and on said Participant’s agent’s websites. The following capitalized terms shall have the meanings indicated below when utilized in this Section 18:

Affiliated Association: Any association or board of REALTORS that purchases Multiple Listing Services from SMLC for resale to its members.

Agent: Any licensed real estate agent whose license is held by said Participant.

Internet Data Exchange Database or IDX Data: The current aggregate compilation of all active exclusive right to sell listings of all Internet Data Exchange Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. SMLC owns the IDX Data. IDX affords MLS Participants the option of authorizing display of their active listings on other participants’ internet websites, and on Participants’ agents’ internet websites.

Web Site Operator or WSO: When referring to an agent web site, rather than a broker web site, the agent shall be the WSO. When referring to a company web site only, the broker shall be the WSO.

Internet Data Exchange Subscriber or IDX Subscriber: A Subscriber who gives permission to other Subscribers to display its active listings on their web sites in return for their permission to advertise their listings on its web site.

Multiple Listing Service: A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property.

Rules: The Rules and Regulations of SMLC, as amended from time to time, and any operating policies relating to the IDX Data and IDX Subscribers promulgated by SMLC.

Subscriber: Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from an Affiliated Association or from SMLC directly.

Subscriber Data: Data relating to real estate for sale, previously sold or listed for sale, including the IDX Database, and data relating to Subscribers and Affiliated Associations, entered into the Matrix System by Subscribers and SMLC. SMLC owns the Subscriber Data.

Section 18.2 Authorization

Participants’ consent for display of their active listings by other Participants pursuant to these rules and regulations must be established in writing on forms approved by SMLC. If a Participant withholds consent on a blanket basis to permit the display of that Participant’s listings, that Participant and its agents may not download or frame the aggregated IDX Data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

Section 18.3 Participation

Participation in IDX is available to all MLS Participants who consent to display of their listings by other Participants and their agents.

Section 18.3.1 WSOs must notify the SMLC of their intention to establish an IDX site and enter into an IDX Data Feed Contract or IDX Search Link Contract. WSOs must make their site directly assessable to the SMLC for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 18.3.2 WSOs must protect IDX Data from misappropriation by employing reasonable efforts to monitor and prevent “scraping” or other unauthorized accessing, reproduction, or use of the IDX Data.

Section 18.3.3 Listings or property addresses of sellers who have directed their listing broker to withhold their listing or property address from display on the internet (including, but not limited to, publicly-accessible websites or VOW’s) shall not be accessible via IDX sites. Notwithstanding this prohibition, IDX Subscribers who are listing brokers and their agents may display on their IDX sites or their other website(s) the listing or property address of consenting sellers.

Section 18.2.4 WSOs may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.) list price, type of property (E.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell, exclusive agency, or open listing), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each WSO, and the website must disclose the nature of excluded information.

Section 18.3.5 WSOs must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days, and disclose the frequency and days of update.

Section 18.3.6 Except as provided in these rules, an IDX site or a WSO operating an IDX site may not distribute, provide, or make any portion of the IDX Data available to any person or entity.

Section 18.3.7 When displaying listing content, a WSO’s IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

Section 18.4 Display

Section 18.4.1 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., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

Section 18.4.2 WSOs shall not modify or manipulate information relating to other Participants’ listings. (This is not a limitation on site design but refers to changes in actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

Section 18.4.3 All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of listing data.

Section 18.4.4 All listings displayed pursuant to IDX shall identify the listing broker.

Section 18.4.5 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 18.4.6 All listings displayed pursuant to IDX shall show the MLS as the source of the information, and contain an appropriate copyright notice.

Section 18.4.7 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. A more complete description of required disclaimers is contained in the Internet Data Exchange Broker and Agent Informational Packet, as it may be amended from time to time, which is incorporated herein and made a part hereof by this reference.

Section 18.4.8 Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLSs. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.

Section 18.4.8 A display of another IDX Subscriber's listing may not include any contact information or branding of the WSO who owns the web site or any of its agents within the "body" of the listing data. The "body" is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data. [The prohibition on branding or contact information within the "body" of the listing data is intended to prevent any possible confusion on the part of the consumer as to the source of the listing.]

Section 18.4.9 Any result identifying another IDX Subscriber's listing shall include the disclaimer "Information Deemed Reliable But Not Guaranteed," or similar language.

Section 18.4.10 Any IDX Subscriber using a third party to develop/design its web site must have a written agreement with that third party in the form prescribed by SMLC. [SMLC requires that third parties gaining access to the IDX Data sign the standard contract. Providing an MLS password to an unauthorized recipient is a serious violation of SMLC's rules, punishable by a fine of \$1,000 for each such violation.

Section 18.5 Service Fees and Charges

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

Section 18.5.1 Currently, SMLC charges a \$25.00 set up fee and \$17.50 per month for RETS data feed contracts. There is no fee for the Matrix iframe link.

SMLC Members' Web Site Display Exception Form

Fax to SMLC at 912-354-1751

or Email to: patrickk@savannahboardofrealtors.com

Please change SMLC Listing # _____

Address of property: _____

to **NO** for SMLC Members Web Sites.

Broker MLS Code: _____

Broker's Signature

Date