

Triad Multiple Listing Service, Inc.

Internet Data Exchange

Broker Information Packet & Technical Implementation Guide

Version 2.2

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For the most recent version of this document, please check our web site at <http://www.triadmls.com> and click on the IDX Contract link from the home page.

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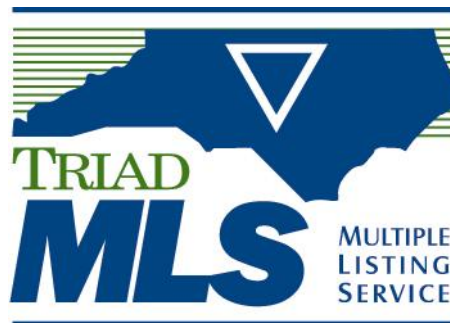


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1: Executive Summary

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. Brokers who participate in the program (called "Internet Data Exchange Subscribers" or "IDXs") can display all of each other's active listings on their web sites. It is possible for a company to include its listings in the Internet Data Exchange database even if it does not have its own web site. If a company chooses not to participate, no other broker will be permitted to show that company's listings on their website and the non-participating company will not be allowed to display other broker's listings on its own website.

An "Internet Data Exchange User" (IDXU) is defined as a non-principal broker or sales licensee affiliated with an IDXs. An IDXU may, with the permission of his IDXs and Triad MLS, use the information available through IDX to populate his own web site(s).

WHY IS TRIAD MLS DOING INTERNET DATA EXCHANGE (IDX)?

The purpose of Internet Data Exchange (IDX) is to empower REALTORS® to deal with the real estate consumer of the future. Among the objectives to which Triad MLS is committed are:

- 1) Permitting brokers, and their 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.
- 3) Permitting brokers 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 Internet Data Exchange (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®. On the national front, the site with the most listings is REALTOR.COM

Some brokers asked Triad MLS: "Why can't a broker web site be the place with the most listings?" Thanks to Internet Data Exchange (IDX), it can! This approach provides several advantages:

- Brokerage web sites can become the best source of listing data. If most brokers 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 address) than current web sites are allowed to display.
- When consumers visit the web sites of reciprocal brokers, they will stay longer because the brokers have more listing data to offer. The broker sites may also offer easier interfaces for consumers, since many other sites are "cluttered" with non-listing content. As brokers become more innovative in offering on-line services, this will be a critical factor in their success.

HOW DOES MY FIRM PARTICIPATE IN INTERNET DATA EXCHANGE (IDX)?

Follow the instructions on this page! (But read the rest of this document, too. It includes important information you should know before signing up.)

2: Quick Start: Steps to Internet Data Exchange (IDX)

INTERNET DATA EXCHANGE SUBSCRIBER (IDXs)

STEP 1: BECOMING AN INTERNET DATA EXCHANGE (IDX) SUBSCRIBER (IDXs)

Being an IDXs just means that you give all other IDXs permission to display your active listings on their web sites according to the Internet Data Exchange (IDX) Rules and Regulations. (See Section 4 Rules and Regulations

for details.) In so doing, you obtain permission from all other IDXs to display their active listings. You give permission and get permission in the same act. You are not required to have a web site.

What you need to do to become an IDX. The implementation of Internet Data Exchange will be October 29, 2001. Unless Triad MLS, Inc. has the signed form stating that you *do not* wish to participate in the Internet Data Exchange program; *you will automatically be enrolled.*

If you don't want to participate, you must fill out the form, "Internet Data Exchange (IDX) Agreement," and mail to Triad MLS, Inc., 2640 Willard Dairy Rd., Ste. 110, High Point, NC 27265 or fax to (336) 841-8451 attention Internet Data Exchange. If you do not fill out the form now, you can fill it out at any time later. Once your "opt-out" form is received, your data will stop appearing in the IDX database within three business days.

STEP 2 (OPTIONAL): PUTTING INTERNET DATA EXCHANGE (IDX) DATA ON YOUR WEB SITE

You don't have to have a web site to be an IDX. But to take maximum advantage of the program, you will want one. To put Internet Data Exchange (IDX) data on your web site, you have to take four steps:

- a) Sign Triad MLS "Data Display Agreement and the Internet Data Exchange Agreement". These forms are to be mailed to Triad MLS, Inc., **2640 Willard Dairy Rd., Ste. 110, High Point, NC 27265 or fax to (336) 841-8451.** Please put to the attention of Internet Data Exchange.
- b) Get a web site (see Section 6 for advice on how and where, if you don't already have one).
- c) Incorporate the IDX data into your web site. This is really the toughest part. Much of this document and the associated Technical Documentation are devoted to this part.
- d) Obey the IDX Rules and Regulations and the policy statements in this document and the associated Technical Documentation. See, particularly, Section 4 of this document.

INTERNET DATA EXCHANGE USER (IDXU)

STEP 1: BECOMING AN INTERNET DATA EXCHANGE (IDX) USER (IDXU)

To put Internet Data Exchange (IDX) data on your web site, you have to take four steps:

- a) Get permission from your IDX to sign the Triad MLS "Data Display Agreement and the Internet Data Exchange Agreement" along with your IDX. These forms are to be mailed to Triad MLS, Inc., **2640 Willard Dairy Rd., Ste. 110, High Point, NC 27265 or fax to (336) 841-8451.** Please put to the attention of Internet Data Exchange.
- b) Get a web site (see Section 6 for advice on how and where, if you don't already have one).
- c) Incorporate the IDX data into your web site. This is really the toughest part. Much of this document and the associated Technical Documentation are devoted to this part.
- d) Obey the IDX Rules and Regulations and the policy statements in this document and the associated Technical Documentation. See, particularly, Section 4 of this document.

3: Fees

There will be no fee to be an IDX Subscriber (IDXs). Currently there is no fee to the IDXs or IDXU to have File Transfer Protocol (FTP) access to the standard IDX download files or Frame the Triad MLS search page.

The Triad MLS Board of Directors reserves the right in the future to implement a fee.

FTP access will be the method to retrieve the IDX Database from TRIAD MLS for republication on the IDXS or IDXU web site. Alternatively, the IDXS or IDXU can Frame the TRIAD MLS IDX search page. Any IDXS or IDXU intending to use any other method to access the IDX data must seek approval of its method from TRIAD MLS. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the IDX rules and regulations or in degradation of the performance of any of Triad MLS’s systems. The use of any other method also requires payment to Triad MLS of any costs it incurs to provide the access method, including reasonable fees for Triad MLS staff time.

In order to use the FTP site or Frame the Triad MLS IDX search page, you will need an ID and password assigned by Triad MLS. To initiate FTP or Framing access, you need to fill out and send to Triad MLS the contract at the end of this document. Triad MLS will verify the necessary information and send you the ID, password and FTP address or Framing Information.



4: Rules and Regulations

To the extent that this document supplements Triad MLS’s Rules and Regulations relating to Internet Data Exchange (IDX), it is a statement of Triad MLS’s policy regarding such matters.

Rules and Regulations: *Section 18 of Triad MLS’s Rules and Regulations* contain provisions relating to IDX. These provisions are reproduced in their entirety here. In many cases, explanatory remarks appear to the right of the rule provision:

RULE-	EXPLANATION
<p>Section18– IDX TERMS DEFINED:</p> <p>“Internet Data Exchange ” is a means by which each Participant subscribing to the program (the “Internet Data Exchange Subscriber” or “IDXS”) permits the display of its active listings appearing in MLS on each other IDXS’s Internet web site.</p> <p>The “Internet Data Exchange Database” is 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.</p> <p>“Internet Data Exchange User” (IDXU) is defined as a non-principal broker or sales licensee affiliated with an IDXS. An IDXU may, with the permission of his IDXS and Triad MLS, use the information available through IDX to populate his own web site(s).</p>	
<p>Section 18.1 – Internet Data Exchange: A Internet Data Exchange Subscriber or Internet Data Exchange User may republic all or a portion of the Internet Data Exchange Database on the Internet or Frame the Triad MLS IDX Search page in accordance with the following provisions and in keeping with any policies that Triad MLS may adopt from time to time. Unless expressly contravened by the provisions of this section, all other rules and regulations remain in full</p>	<p>You need not display the whole IDX Database. You may choose to display only listings in a particular price range, geographical area, or property type. You may also choose not to display the listings of certain of your competitors. If you plan to display only a subset of the IDX Database, see Section 7 regarding recommended disclosures.</p>

force and effect.	
<p>Section 18.2 – Republication / Framing of Internet Data Exchange Database on Internet Permitted</p> <p>a. An Internet republication of another IDX S’s listing shall not contain more (but may contain less) information than is contained in Triad MLS’s IDX database. Participants may exclude listings from display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography, list price, type of property, or cooperative compensation offered by listing brokers</p>	The IDX database excludes certain listing information. The fields available are set forth in Appendix C. Note that you may display ALL information relating to your own listings. This limitation applies only to listings in the IDX Database that are not your own.
b. In order to be an IDX S, a Participant must be engaged in and licensed in North Carolina to provide real estate brokerage services to buyers or sellers in real estate transactions and must be contributing his/her listings to the IDX database, except those listings where the seller has opted out of IDX.	
c. IDX S/IDXU must notify the MLS of their intention to establish an IDX site and make their IDX site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.	
d. The IDX S / IDXU shall update the republication information on its Internet web site at least weekly.	Triad MLS strongly encourages you to update your web site with fresh IDX data DAILY. In the event you choose to update less frequently than daily, Triad MLS encourages you to place a disclaimer on your web site indicating the frequency of update and the last update date. See Section 7 for a sample disclosure of this type.
e. An IDX S / IDXU may not modify or manipulate the republication of data relating to another IDX S’s listing. (This is not a limitation on the design of the site but refers to the actual data.)	You can do anything you want to (consistent with the Code of Ethics and applicable law) with data relating to your own listings. You can do with other brokers’ listings only what these rules permit you to do. You are strictly prohibited from modifying the data in the IDX Database from another IDX S. This could conceivably include displaying other data alongside the other IDX S’s data. For example, if you geocode the listings on your site, and then tie demographic or other data to them, you will want to be cautious about displaying such data on the same screen as another IDX S’s listings. You should make efforts to distinguish the data you have supplied from the IDX Database data. Segregating such data “geographically” on the screen and including a credit on the non-IDX data (such as “Demographic data courtesy of ABC Title Company”) would be good ways to accomplish this.
f. The Triad MLS-approved icon and an explanation that those properties marked with the icon are provided courtesy of the Triad MLS, Inc.’s, Internet	See Section 7 for sample disclosure language. The Triad MLS-approved icon can be e-mailed to you. Note that a company name does not have

<p>Data Exchange Database must appear on the first page of the IDX republication where the listing data is displayed.</p> 	<p>to appear on the 1st page, but IDX does have to appear on each listing unless it is your own listing.</p>
<p>g. Any search result in the republication identifying another IDX's listing in a brief or "thumbnail" format shall bear the Triad MLS-approved icon or the TRIAD MLS-approved thumbnail icon immediately adjacent to the property information to identify the listing as a TRIAD MLS listing. A thumbnail display of another IDX's listing may not include any contact information or branding of the IDX / ID XU who owns the web site or any of its agents. A thumbnail display may only include the following: text data about the listing property, a photo of the listing property, the logo of the listing broker or TRIAD MLS-approved icon, and "buttons" providing links for other information.</p>	<p>The Triad MLS-approved icon and Triad MLS-approved thumbnail icon can be e-mailed to you. See Appendix B for a sample screen. Triad MLS interprets a thumbnail display as being no more than one horizontal lines of text. If the Triad MLS-approved thumbnail icon is used, the disclosure required under Subsection e. must indicate that both the Triad MLS-approved icon and the Triad MLS-approved thumbnail icon refer to listings of other IDXs.</p> <p>The provision relating to "contact information or branding" is designed to prevent the web site owning IDX's / ID XU's contact information and branding, and that of its agents, from appearing on other IDX's listings. "Branding" refers to any marks or language referring to the web site owning IDX / ID XU repeated in the thumbnail display of another IDX's listing. Any association of such information or branding with the listing data is a violation of this rule.</p>
<p>h. A search result in the republication producing a detailed display of another IDX's listing shall bear that IDX's name, the TRIAD MLS-approved icon, and TRIAD MLS's copyright notice immediately following the property information. The IDX's name, the TRIAD MLS-approved icon, and copyright notice shall be as large as the largest type size used to display the listing data. A detailed display in the republication of another IDX's listing may not include any contact information or branding of the Participant 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.</p>  © 2001 Triad MLS, Inc. All rights reserved.	<p>Triad MLS interprets any display containing more than two horizontal lines of text display or displaying a photo of more than 150 pixels height as being a detailed display. The Triad MLS-approved icon can be e-mailed to you. See Section 7 for the required Triad MLS copyright notice.</p> <p>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.</p>
<p>i. Any result in the republication identifying another IDX's listing shall include the disclaimer "Information Deemed Reliable But Not Guaranteed."</p>	<p>In practice, you will want to display this disclaimer on your own listings as well, unless your legal counsel advises otherwise. See Section 7 for other language that satisfies this requirement.</p>
<p>j. Any Internet web site used for publication of the Internet Data Exchange Database or any portion thereof must be controlled by an IDX and advertised as that IDX's / ID XU's Internet web site. When</p>	<p>This is an important limitation on third parties building sites for brokers. In order to participate in Internet Data Exchange (IDX), a site must be marketed and branded as a broker or broker's</p>

<p>displaying listing content, an IDX's or IDXU's site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.</p>	<p>agent site. Consider this scenario: A company, "ABC Design.com" provides web design services for brokers. You and two other brokers are IDXs and you all want ABC to build your web sites. It does so. So long as the web sites are most prominently identified with the brokerage firms, it's fine for ABC to have a notice at the bottom of every page that says "Powered by ABC Design.com." But ABC must not "brand" any of these web sites in such a way as to suggest that ABC controls it. For example, a big banner across the top of the page with ABC's name is a problem, even if it identifies your brokerage underneath.</p>
<p>k. An IDX / IDXU displaying the Internet Data Exchange Database or any portion thereof shall make reasonable efforts to avoid "scraping" of the data by third parties or displaying of that data on any other web site. Reasonable efforts shall include but not be limited to:</p> <ol style="list-style-type: none"> 1. Monitoring the web site for sign that Third party is 'scraping' data and 2. Prominently posting notice that any use of search facilities of data on the site, other than by potential buyers and sellers is prohibited. 3. Both number 1 and 2 above are to be posted on the 1st search page of the web site republishing the IDX data. <p>If an IDX / IDXU suspects "scraping" of the data has occurred, the suspicion and any evidence must be reported to the TRIAD MLS immediately for investigation and action.</p>	<p>This section places a burden on you and your web site host to monitor your web site. If it appears that a large number of hits are coming from a particular domain on the web and that these hits may be the result of an automated process designed to gather or "scrape" data from your web site for use somewhere else for a commercial purpose, you must notify Triad MLS.</p> <p>This web site is monitored for signs of third party scraping and any use of search facilities of data on the site, other than by potential buyers and sellers is prohibited.</p>
<p>l. An IDX / IDXU must make changes to an Internet site necessary to cure a violation of TRIAD MLS's Rules within five business days of notice from TRIAD MLS of the violation.</p>	<p>You must make corrections to your web site if Triad MLS determines that it is in violation on some point. Triad MLS reserves the right to discontinue the data feed you receive without further notice if you do not comply with this requirement. You may also be subject to fines from Triad MLS.</p>
<p>m. No portion of the Internet Data Exchange Database shall be used, provided to, or made available to any person or entity for any purpose other than those expressly provided for in Section 18 of these rules.</p>	<p>This section expressly prohibits distribution of the IDX Database or any portion of it for ANY purpose other than those expressly permitted by Triad MLS's rules and regulations. This includes distribution to other IDXs / IDXUs. In other words, a brokerage firm cannot sell access to or provide access to the Internet Data Exchange (IDX) Data to other brokers or any other businesses, whether or not they are participants in Triad MLS.</p>
<p>n. No portion of the Internet Data Exchange Database shall be co-mingled with any non-MLS listings on the</p>	<p>If you take listings from consumers but do not put them into a MLS system they cannot appear</p>

<p>IDXS's / IDXU's Internet web site. Listings (excluded) not in the MLS shall be placed in a separate section part of the web site.</p>	<p>on any thumbnail display or as part of any search results with IDX Database data. If the property in question appears in a MLS other than Triad MLS, it may be co-mingled. For example, ABC Realty, with offices in Winston-Salem, could display its Charlotte listings on its IDX site even though they do not appear in the Triad MLS, provided that they appear in the Charlotte MLS. Thus, if you serve a market area without an MLS, you must either enter such listings into an MLS in a market that has one, or you must not co-mingle those listings with IDX Database listings.</p>
<p>o. IDXSs / IDXUs republishing the IDX data must indicate on their web sites that the information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify perspective properties consumers may be interested in purchasing.</p>	
<p>p. Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the internet (including, but not limited to, publicly-accessible Web sites or VOW's) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.</p>	
<p>q. Triad MLS has a right to fine for breach of IDX rules or password violations consistent with the provisions of Section 9 and 9.1 (a) or (b) as applicable.</p>	
<p>Section 18.3 – Approved Forms: a. The Internet Data Exchange Agreement is to be signed when a new firm joins TRIAD MLS. b. Any IDXS / IDXU using a third party to develop/design its web site will need to have the Data Display Agreement signed and returned to TRIAD MLS.</p>	<p>Triad MLS requires that third parties gaining access to the IDX Database sign the standard contract attached. Providing an MLS password to an unauthorized recipient is a serious violation of Triad MLS's rules, punishable by a fine of a minimum of \$1,000 for each such violation by the agent and/or company.</p>

5. Technical Overview

FTP access will be the method to retrieve the IDX Database from TRIAD MLS for republication on the IDXS or IDXU web site. Alternatively, the IDXS or IDXU can Frame the TRIAD MLS IDX search page. Any IDXS or IDXU intending to use any other method to access the IDX data must seek approval of its method from TRIAD MLS. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the IDX rules and regulations or in degradation of the performance of any of Triad MLS's systems. The use of any other method also requires payment to Triad MLS of any costs it incurs to provide the access method, including reasonable fees for Triad MLS staff time.

In order to use the FTP site or Frame the Triad MLS IDX search page, you will need an ID and password assigned by Triad MLS. To initiate FTP or Framing access, you need to fill out and send to Triad MLS the contract at the end of this document. Triad MLS will verify the necessary information and send you the ID, password and FTP address or Framing Information.

6. How Your Brokerage Can Make the Most of IDX

To take full advantage of IDX, you **MUST** have a web site that displays IDX data. There are several ways to get one, each described more fully below.

Use your imagination! This is the really important part of Internet Data Exchange (IDX). If you can think of a way to provide an innovative service to consumers using IDX data, try it out (so long as it doesn't break the rules). Ideas that have been tried on other real estate web sites include:

- Gathering consumers' e-mail addresses and property interests and sending them periodic updates on new listings that match their criteria.
- Allowing consumers to perform a mortgage payment calculation using the list price for the listing they are looking at.
- Allowing consumers to save listings to their "favorites" folders, so they can get back to favored listings quickly on subsequent visits. (Note that you cannot continue to show consumers a listing after it is sold. If a consumer tries to view a "favorite" listing that has since gone off the market, your site must inform her/him that the listing is no longer available. That's a good time to suggest that she/he call your firm to find out what happened to the listing. Maybe it just expired or was cancelled.)

Services brokers may investigate in the future include automated brokerage, loan application, and others. Note that the regulatory climate surrounding such services is still being determined. As the rules are clarified, you'll have a leg up on your competitors if you already have a robust web site with IDX Data.

6.1 *Doing It Yourself*

If you are a fairly sophisticated designer of web sites, and particularly if you have experience building, maintaining, and accessing databases on the web, you may want to build your own IDX web site. Refer to Section 9 – Technical Implementation Guide.

6.2 *Working With A Web Designer*

Most brokers do not possess the resources or staff required to perform the tasks identified in the Technical Documentation. If you want the maximum amount of control over how your web site looks and works, you will want to engage a web site design and maintenance firm. They will use the instructions provided in the Technical Documentation to build a web site for you according to your specifications. This could cost you anywhere from one hundred to several thousand dollars per month.

6.3 *Sample Sites*

Still can't figure out which approach you want? Check out these examples of web sites.

www.edinarealty.com and www.cbburnet.com: These are the sites of the Twin Cities' two mega-brokers. Each of these sites was specially constructed by the firms' in-house information technology staff or an outside consultant.

www.personaltouchrealty.com and www.rmassociatesplus.com : These two web sites belong to Personal Touch Realty and RE/MAX Crossroads, respectively. They were both built by Arran Technologies.

www.homes-mn.com: This site belongs to Frank Feaster Realty and was built by Internet Crusade.

www.mavrikrealty.com and www.rogerfazendin.com: These two web sites belong to Re/Max Real Estate Properties and Real Estate III, respectively. They were both built by WolfNet Technologies, Inc.

www.jeffjohnsonsteam.com and www.realestatethree.com: These two web sites belong to Re/Max Real Estate Properties and Real Estate III, respectively. They were both built by SAGA.

www.realestate-101.com: This site belongs to Paragon Associates and was built by GoldenGate Internet Services.

www.tittlerealestate.com: This site was built by Tittle Real Estate, a small Red Wing brokerage firm, built this site. Tittle did much of the work on this site in-house.

www.21homesearch.com: This site was custom built for Century 21 Premier Group, a multi-office firm concentrated in the eastern metro and western Wisconsin.

6.4 Questions You Should Ask Web Site Designers Before Signing Up With Them

Triad MLS strongly advises you to ask questions, many questions, before signing up with any web site provider. The questions you ask at the beginning of the process will go a long way toward preventing disputes down the road. Before you contact any web site designer, look at other Internet Data Exchange (IDX) web sites. Use them, as you would imagine a consumer using them. Because your competitors' web sites are available to you 24 hours a day, you have an unusual opportunity to see what they're doing before choosing your own course. If you can't or won't search the web yourself, have a few agents in your office do it. Have them report back to you on features they think are valuable.

Before you begin discussions with a web designer, ask for the web addresses of other brokerage sites they have built. While nothing prevents you from working with a designer that has no previous Internet Data Exchange (IDX) experience, you may find it more economical to work with one who has.

Here are a few important questions to ask web site designers. This list is not exhaustive. Use your business common sense.

What are the set up costs for the web site? Most web site designers will want some kind of up front fee to create your web site. Find out exactly what steps the designer will take during these initial stages.

What is included in the up front fees? Find out if the package you are considering includes the complete design of a custom web site, or if it only includes certain "template" elements. Find out how much control you have over things like the graphic design of your site, the color scheme, etc.

Can I integrate the Internet Data Exchange (IDX) site with my existing web site? You may already have a web site and a web site designer who has been doing a good job maintaining it. You may just want to incorporate the Internet Data Exchange (IDX) piece into that existing site. If you want to keep your existing designer, have him/her contact other designers who have Internet Data Exchange (IDX) experience and help you select one who is best for you.

What are the maintenance costs and how frequently are they due? Most web site designers will charge you a monthly or quarterly maintenance fee. You should find out what you are receiving for this fee – at a minimum, it should include automatic updates of the Internet Data Exchange (IDX) listing data on your web site, preferably daily.

Is a hosting fee included, or is it payable separately? Once a designer creates your site, it will have to be “hosted” on a computer connected to the Internet. Your designer may include the cost of hosting in the maintenance fees. Or you may have to make separate arrangements for hosting. **If the designer will host your site, ask for the web address of another site they host. Visit this site and make sure that it loads quickly. Consumers will hate your site if it runs slowly.**

Does the maintenance fee include periodic changes to your site? You will want to change information on your site, things like firm special events, salesperson of the month, etc. Find out how many such changes are included in any maintenance fee, and how much additional changes will cost.

Does the maintenance fee include access to statistics about who is visiting your web site and when? Critical to any marketing plan involving the Internet is an understanding of who is visiting your web site and from where they are being referred. There are software packages available that will track activity on your web site and provide important answers to these questions. Will your web site designer provide this information to you? Is the cost included in your maintenance?

How much personal interaction will you have with the designer, or is it all online? Any face-to face? How much? Any phone? How much? If you are accustomed to face-to-face or telephone customer service, you may find it harder to find among web site designers. They are creatures of e-mail. If this is important to you, you’ll want to discuss it with candidate designers in advance.

What is the cost for additional work and features? If you see something on another site your designer has created, he/she should be able to tell you how much it would cost to add it to your own site. **Do not assume that a feature will appear on your site just because it appears on another site your designer created for another broker. The other broker may have paid a premium price for that feature.** The contract you write with the designer should list all the features you want and indicate their price. (If you’re asking for a novel feature, the designer may hesitate to give you a price up-front. This is not unreasonable, and you’ll have to negotiate the best deal you can.)

Discuss changes you will probably have to make. Find out how much they will cost:

- Change an agent name
- Add a link
- Add a banner
- Add a web page

Will the vendor display all photos on each listing, or just the main photo?

Will you own the domain name? If you are paying the designer to register your domain name, it’s important that the designer commit to registering it in your name. You will be putting this address on all of your marketing materials from here on out. You don’t want the designer to take it with him/her if you choose to work with a different designer.

Does the Broker own the site content? You will want to be able to take your web site design with you if you choose another designer down the road. Seek provisions in your contract that will guarantee this. (Note: this is probably only applicable to “custom” site content. If you buy a “template” package, the web site vendor will not relinquish any rights in the template or the search interface to you).

Who is the designer/vendor? Is it a corporation, sole proprietor, LLC? Who will deliver on the promises the salesperson makes if that salesperson leaves? It’s important here as in every business deal, to know whom you are dealing with.

What is vendor’s experience web-based databases, real estate web sites, etc., and with whom have they worked? CHECK THESE REFERENCES! If they have built other broker web sites, visit them. Make sure they work, that they look good, and that they are fast (consumers hate slow web sites).

How soon after you sign a contract will your web site be up? It is important to clarify all parties' expectations here.

Where is the designer located and how will you communicate with them?

Ask the designer why they deserve your business. There are many options out there. Make the designer explain why they are the best.

Encourage the designer to contact Triad MLS. You may encourage the vendor to contact the Triad MLS to talk about what's entailed in a Internet Data Exchange (IDX) web site if they have any questions. They will provide better cost estimates if they know more about MLS's systems and the rules and regulations of the program.

7. Sample Disclosures For Republishing IDX Data

7.1 Mandatory Disclosures

These disclosures are required for any IDXs or IDXU republishing IDX data. With the exception of the copyright notices, the examples that appear here are merely suggestion. If you use these suggestions, you will be assured of compliance with applicable provisions of Triad MLS's rules. But you may use language of your own choosing so long as it achieves the same objectives.

7.1.1 Explanation of data source: Under Section 18.2 of Triad MLS's Rules and Regulations (see Section 4 above), your web site must display a disclosure indicating the source of IDX Database data on your site. The following disclosure, appearing alongside the Triad MLS-approved logo for Internet Data Exchange (IDX) will satisfy this requirement:

“The data relating to real estate for sale on this web site comes in part from the Internet Data Exchange (IDX) Program of the Triad MLS, Inc. of High Point, NC. Real estate listings held by brokerage firms other than [insert your firm's name here] are marked with the Internet Data Exchange logo or the Internet Data Exchange (IDX) thumbnail logo (the TRIAD MLS logo) and detailed information about them includes the name of the listing brokers.

7.1.2 Accuracy disclaimer on other IDXs' listings: Under Section 18.2 of Triad MLS's Rules and Regulations (see Section 4 above), your web site must display a disclosure indicating that data from other IDXs' 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:

Verbose, but more explanatory: “The broker providing this data believes it to be correct, but advises interested parties to confirm the data before relying on it in a purchase decision.”

Slightly shorter one: “Listing broker has attempted to offer accurate data, but buyers are advised to confirm all items.”

7.1.3 Copyright notice: Under Section 11 and 12 of Triad MLS's Rules and Regulations (see Section 18.2 above), your web site must display Triad MLS's copyright notice on any detailed listing data of another IDXs. **This notice must appear exactly as in one of these two options:**

7.1.4

Option A: “Copyright 2001 Triad MLS, Inc. of North Carolina. All rights reserved.”

Option B: “© 2001 Triad MLS, Inc. of North Carolina. All rights reserved.” 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.”

7.2 Additional Recommended Disclosures

7.2.1 Less than all the IDX Database: If you choose to display less than the entire IDX Database, it is probably wise to disclose this on the web site. For example, an IDXS / IDXU may choose to display only those listings from a particular geographic area, in a particular price range, in a particular property type, etc. An IDXS / IDXU may even choose to exclude listings of some of its competitors. A disclosure is advisable because:

1. The IDXS / IDXU may be advertising the web site as “the most complete compilation of houses for sale on the Internet”, if the IDXS / IDXU 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 IDXS / IDXU excludes listings without disclosing to consumers, savvy consumers will note discrepancies between IDXS / IDXU web sites and may begin to distrust your site. A disclosure might look like either of these:

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

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

7.2.2 Update frequency: If you choose to update data on your site less frequently than daily, Triad MLS advises that the site include a disclaimer indicating the frequency and days of update. Alternatively, a “Data last updated: day/month/year” on the search page would be effective. This may be wise even if you do update daily. It is a violation of the North Carolina Real Estate License Commission rules and regulations to advertise a property for sale that is not for sale. If you download a listing record on Monday, the property goes under contract, or close on Tuesday, and you don’t update the data until the next Monday, the property will show as available on your site for five days during which it is not available. Triad MLS recommends that you disclose to consumers the frequency of data updates. 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].”

8. Frequently asked questions (FAQ)

Can Agents And Non-Principal Brokers Have IDX Web Sites?

Yes. Here’s how:

1. The agent’s brokerage firm must be contributing its listings to the program.
2. The agent must have the brokerage’s permission and the permission of Triad MLS to download the IDX database from Triad MLS, Frame the brokerage’s web site, or Frame the Triad MLS IDX search page.
3. The agent’s web site must retain the brokerage’s branding at all times. This will frequently mean the brokerage’s banner appears at the top of every page.
4. The agent may “co-brand” the web site so that she/he shares branding with her/his broker.

If you have questions about how to co-brand a Internet Data Exchange (IDX) web site with a brokerage site, ***please contact your web page designer, or Triad MLS.***

Should I Continue To Send My Listings To Other Web Sites Like The Newspapers and Realtor.com?

That's a business decision you have to make for yourself. Some brokers feel their listing data is being used by third party web sites to draw consumers away from the brokerage community. Others feel that the exposure available from such web sites is well worth any purported loss of control of the data. You should examine this situation carefully and decide for yourself.

What Happens If Someone Abuses IDX?

Triad MLS will monitor brokers who develop web sites using the IDX Data. It will also monitor other real estate web sites. If Triad MLS finds that an IDX / IDXU is misusing data, that broker will be notified of the wrongdoing and required to correct the problem. If the broker fails, he or she **will be fined, suspended, or terminated** from Triad MLS and IDX / IDXU access to the IDX database will be removed.

Why Would I Want To Allow Other Brokers To Display My Listings On Their Web Sites?

This is a great question. The answer lies in a desire to strengthen the brokerage industry. Long-term, if real estate brokerages want to compete with other industry segments for the business of Internet consumers, they will need to have web sites that are attractive to consumers. That means having the most data. If you don't want your listings on the Internet at all, then you don't want to participate in Internet Data Exchange (IDX). If you currently provide your listing data to one or more local or national web sites on the theory that more exposure is better, why wouldn't you want your listings exposed on other brokers' web site?

Why Would I Want To Let Other Brokers Display My Listings If I Don't Have My Own Web Site?

See the answer to the previous question. The rationale is equally strong in this case. In addition to those arguments, sellers will want to know why your listings do not show up on Internet Data Exchange (IDX) web sites when the listings of other brokers do.

Why Would I Want To Display Other Brokers' Listings On My Web Site?

Because by displaying the complete MLS inventory of active listings, you are providing a service to consumers that can help keep them coming to your web site. If you want to be able to sell services on-line, you need a way to keep consumers at your site once they get there. (Industry folks refer to this as having a "sticky" site – the "stickier," the better.)

How Much Will It Cost?

Internet Data Exchange (IDX) costs you nothing. A web site? That's another matter. Contact a web designer of your choice for some rough estimates of the cost to put up and maintain a web site including the Internet Data Exchange (IDX) Data.

Will This Allow Big Brokers To Have More Successful Web Sites? Will This Make Little Brokers Look Like Big Brokers?

Brokers will get out of Internet Data Exchange (IDX) whatever they put into it. Very large brokerages may have more money to put into their web sites. They may spend more marketing dollars to get consumers to visit their sites. But small firms that focus on Internet strategies and marketing may be able to look as "big" on the Internet as their much larger competitors. Internet Data Exchange (IDX) is designed to make *all* broker sites more attractive to consumers. Triad MLS can only give you the tools. What you make with them is up to you.

Will Consumers Call The Listing Agent On Listings Belonging To Other IDXs?

Maybe. *The listing firm's name has to appear on any detailed display of data for listings that don't belong to you.* You *cannot* display the listing agent's name. (This isn't true with regard to your own listings. See the question below about agent links.) An interested consumer could call the other brokerage and ask which agent has the property listed in order to reach him or her. However, this is a great deal more difficult than just e-mailing

you. This phenomenon is also just as likely to benefit you, as your company name appears on your listings on other brokers' web sites.

What Data Will Consumers See? What Property Types, Statuses, Data Elements, Etc.?

IDXS / IDXUs may only display active listings. They may display any or all of Triad MLS's six property types. They may display only the data fields that appear in the IDX database,.

How Do I Know Some Agent From Another Office Won't End Up Advertising My Hot New Listing As Her/His Own?

You don't. But it would be just as much a violation of the Rules under Internet Data Exchange (IDX) as it was previously. Such an act would violate the Code of Ethics and state real estate law as well.

Can The Consumer Link Directly To The Listing Agent's E-mail?

An IDXS can provide linking on its own listings to the agents. It need not do so. This is a matter to be determined between the IDXS and her/his IDXU / agents. An IDXS / IDXU *cannot* display agent information on the listings of other IDXS's.

What Kind Of Advertising For Other Services Or Companies Can Brokers Have On Their Web Sites With IDX Data?

Anything that will not violate Triad MLS's rules or procedures regarding IDX. This means that if your firm puts up a web site hosting the IDX Data, you may sell advertising space to an automobile dealership on the site. Every page of your web site could have an ad for a different advertiser. Keep in mind the following things:

1. The site still has to be for your real estate firm. (See Rule 18.2i)
2. The advertising must not jeopardize the goodwill of Triad MLS or the listing broker: for example, advertising an obscene web site above listing data. This will result in termination of access to the Triad MLS IDX database.
3. The banner must not mislead consumers. If the banner seems to contradict information about the listing firm or information in the listing data itself, it should not be used.

Do I Need A Web Site?

What do you think? Triad MLS is providing the greatest flexibility so you can compete in an increasingly complex industry. But Triad MLS cannot compete for you. You must decide what your own business strategy is and whether Internet Data Exchange (IDX) and a web site with IDX Data would support that strategy.

9. Technical Implementation Guide

Overview

Purpose Of This Section

This Technical Implementation Guide is designed to provide information to the technical advisors and contractors of brokers participating in Triad MLS, so that they may incorporate the Internet Data Exchange (IDX) program into those brokers' web sites. When this section refers to "you", it is referring to such a technical advisor or contractor. When it refers to "your client," it is referring to a broker, non-principal broker, or sales licensee participating in Triad MLS and the Internet Data Exchange (IDX) program, which you are assisting in developing a web site. **To the extent that this section supplements TRIAD MLS's Rules and Regulations relating to Internet Data Exchange (IDX), it is a statement of TRIAD MLS's policy regarding such matters.**

Definitions and Purpose of Internet Data Exchange (IDX)

“Internet Data Exchange (IDX)” is a means by which each MLS participant subscribing to the program (the “Internet Data Exchange Subscriber” or “IDX”) permits the display of its active listings appearing in MLS on each other IDX’s Internet web site. The “Internet Data Exchange Database” is 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. “Internet Data Exchange User” (IDXU) is defined as a non-principal broker or sales licensee affiliated with an IDX. An IDXU may, with the permission of his IDX and Triad MLS, use the information available through IDX to populate his own web site(s). (TRIAD MLS Rules and Regulations, Section 18). The goal of the Internet Data Exchange (“IDX”) program is to permit participants in the Triad MLS, i.e., real estate brokers, to display the most complete set of data regarding listings for sale on their own web sites.

Opting Into the Pool

Your client is assumed to be an IDX or an IDXU affiliated with an IDX unless the IDX submits a request not to be included in the IDX program by indicating so, on a form supplied by TRIAD MLS. (See the form titled Internet Data Exchange (IDX) Agreement at the end of this document.) There is no charge for a broker to become an IDX and thus contribute its listings to the IDX Database.

Access to the IDX database

Any IDX / IDXU may display all or any portion of the IDX Database on its own web site, provided it:

- Signs the required agreement with Triad MLS (See the CONTRACT at the end of this document.)
- Abides by the Triad MLS Rules and Regulations relating to IDX set forth in this document as well as periodic policy statements promulgated by Triad MLS. Note that explanations of the Rules and Regulations appear in Section 4.

Limitation On Use

The IDX system has been created to encourage those whose principal business is the brokerage of residential real estate to display the most complete, accurate, and up-to-date compilations of listing information on their own web sites and on their non-principal brokers and sales licensees web sites. **Any use for any other purpose is STRICTLY PROHIBITED; Triad MLS will act aggressively to protect its copyrights in the IDX Database, to enforce its contractual rights, and to protect listing brokers’ listing data from distribution in any way inconsistent with their legitimate business interests.**

RULES OF THE ROAD

For the best results Triad MLS recommends that you review this entire Broker Informational Packet for further details, particularly regarding rules and regulations and disclosures that should appear on your client’s web site if she/he is an IDX / IDXU. The most recent version is always on the Triad MLS web site at <http://www.triadmls.net>.

Access Methods

FTP access will be the method to retrieve the IDX Database from TRIAD MLS for republication on the IDX or IDXU web site. Alternatively, the IDX or IDXU can Frame the TRIAD MLS IDX search page. Any IDX or IDXU intending to use any other method to access the IDX data must seek approval of its method from TRIAD MLS. This approval will not be denied unless the method proposed is likely to result or does in fact result in violations of the IDX rules and regulations or in degradation of the performance of any of Triad MLS’s systems. The use of any other method also requires payment to Triad MLS of any costs it incurs to provide the access method, including reasonable fees for Triad MLS staff time.

In order to use the FTP site or Frame the Triad MLS IDX search page, you will need an ID and password assigned by Triad MLS. To initiate FTP or Framing access, you need to fill out and send to Triad MLS the contract at the

end of this document. Triad MLS will verify the necessary information and send you the ID, password and FTP address or Framing Information.

Rules and Regulations

Section 18 of Triad MLS's Rules and Regulations contain provisions relating to IDX. These provisions are reproduced in Section 4 of this document. **Your client will be held responsible for any failure on your part to comply with those rules; Triad MLS therefore suggests very strongly that you review them before building your client's site.**

Contracts

Before you will be permitted to have access to the IDX database or any test sample of it, you must sign a contract with your client and Triad MLS. See the *CONTRACT* at the end of this document for details. **You must sign such a contract for each IDXS / IDXU for whom you provide services.** (If you do not, you may lose access to the IDX database if one of your clients leaves Triad MLS or ceases to participate in the IDX program.)

Mandatory and recommended disclosures

The Rules and Regulations require certain mandatory disclosures. See Section 7 of this document for suggested forms for the disclosures.

APPENDIX A – INTERNET DATA EXCHANGE (IDX) LOGO USE LICENSE AND GUIDELINES

On the following page is the official Internet Data Exchange (IDX) logo use policy and license. This page provides a simplified summary. To the extent that the terms of the official policy differ from those in this summary, the official policy governs.

Summary of Policy Provisions:

This summary examines the official policy section-by-section.

Intro: IDXSs / IDXUs can use the IDX trademark logo (the "Logo"). This policy only controls the use of the Logo (not real estate firm logos, etc.).

1. You have to be a TRIAD MLS participant and an IDXS or an IDXU affiliated with an IDXS who has the permission of his/her IDXS and Triad MLS to use the Logo
2. You can't modify the Logo without TRIAD MLS's permission
3. You have to show TRIAD MLS how you're using the Logo if we ask.
4. TRIAD MLS is the owner of the Logo – period.
5. You have to be doing business legally and in compliance with TRIAD MLS rules to use the Logo.
6. If we're sued because of your use of the Logo, you reimburse us for defense costs and damages.
7. If you stop being an IDXS / IDXU or if we tell you you're violating this policy, you must immediately stop using the Logo.

8. If you aren't authorized to use the Logo any more, TRIAD MLS can require that you recall and destroy any materials on which the Logo appears.
9. If you aren't authorized to use the Logo any more, you can't adopt another logo for yourself that's confusingly similar to the Logo. (If you want to know what confusingly similar is, talk to your lawyer.
10. If we have to take you to court to enforce this policy, you agree to pay all our reasonable costs. You agree that we can get an injunction against you, if necessary.

APPENDIX B – SAMPLE SCREEN OF REQUIRED THUMBNAIL ICON TO BE DISPLAYED BY ANY IDX / IDXU REPUBLISHING IDX DATA



THIS IS THE APPROVED TRIAD MLS ICON THAT MUST APPEAR ON EACH LISTING THAT IS NOT LISTED BY YOUR FIRM. IT MUST APPEAR ON THE FIRST PAGE WHERE THE LISTING DATA IS DISPLAYED.



© 2001 Triad MLS, Inc. All rights reserved.

THIS IS THE APPROVED TRIAD MLS ICON THAT MUST APPEAR AT THE BOTTOM OF THE PAGE ON EACH DETAILED DISPLAY OF ANOTHER IDX S's LISTINGS.

** To receive the logo by e-mail, send your request to info@triadmls.com.*

TRIAD MLS POLICY STATEMENT

Use of Internet Data Exchange Logo/Mark

The TRIAD MLS Internet Data Exchange logo/service mark (the “Mark”) is a service mark owned by Triad MLS, Inc., a North Carolina corporation. TRIAD MLS has the sole right to authorize use of the Mark in connection with real estate brokerage and/or advertising services. Each participant (“IDX”) in the TRIAD MLS Internet Data Exchange Program (the “Program”) and each non-principal broker or sales licensee (“IDXU”) of TRIAD MLS understands and agrees that an IDX or IDXU, and only an IDXU or IDXU, in the Program is permitted to use the Mark, and such license to use the Mark is subject to compliance with the following terms and conditions:

- The Mark may be used solely by IDXs or IDXUs of the Program who are in good standing under the Program guidelines as published and amended from time to time by TRIAD MLS.
- The Mark shall be used only in the exact form authorized by TRIAD MLS, without any alteration, addition, deletion or other modification in design or color. TRIAD MLS will provide digital and/or camera-ready art for reproduction of the Mark in black and white.
- The IDX and IDXU shall from time to time, upon request of TRIAD MLS, provide TRIAD MLS with samples of materials bearing the Mark to verify proper use of the Mark.
- TRIAD MLS is the owner of the Mark and shall retain all ownership rights and interests in the Mark, including without limitation any registrations and/or applications to register the Mark.
- The IDX and IDXU shall comply with all bylaws and rules and regulations of TRIAD MLS, as well as all applicable laws and governmental regulations, and obtain all necessary governmental approvals and permits, pertaining to the conduct of the business in connection with usage of the Mark. The IDX and IDXU shall indemnify, defend and hold TRIAD MLS harmless from and against any loss, liability, damage, cost or expense (including without limitation attorneys’ fees) arising out of or relating to any claims or suits which may be brought or made against TRIAD MLS by reason of the IDX’s or IDXU’s use of the Mark.
- The IDX’s or IDXU’s right to use the Mark shall automatically terminate at any time the IDX or IDXU ceases to be an IDX or IDXU or a member in good standing of TRIAD MLS, or upon written notice by TRIAD MLS in the event the IDX or IDXU shall violate any provision of this Policy Statement.
- Upon termination of the IDX’s or IDXU’s right to use the Mark for any reason, the IDX or IDXU shall immediately discontinue all use of the Mark. TRIAD MLS may demand that the IDX or IDXU recall and destroy goods and marketing materials bearing the Mark. TRIAD MLS reserves the right to inform its members and the public that the IDX or IDXU is no longer entitled to use the Mark.
- Upon termination of the IDX’s or IDXU’s right to use the Mark for any reason, the IDX or IDXU shall not hereafter adopt or use any name, make, logo or other designation that is a colorable imitation or is likely to be confused with the Mark.
- TRIAD MLS shall be entitled to collect from the IDX or IDXU the costs and expenses (including without limitation attorneys’ fees) of enforcing this Policy Statement against the IDX or IDXU. In addition, in the event of any violation of this Policy Statement, TRIAD MLS shall, in addition to all other legal and equitable rights and remedies, have the right to an injunction (without the necessity of posting a bond or other security) against the violator enforcing this Policy Statement.

APPENDIX C – INTERNET DATA EXCHANGE (IDX) FIELDS

The MarketLinx Tempo Buyer Full Report for each of the six property types will be attached here. All fields on those reports will be included in the IDX database. Also fields related to Agent contact information will be included along with the Listing Office phone number.

INTERNET DATA EXCHANGE AGREEMENT

This form permits you to opt in or out of the Internet Data Exchange program. If you opt in, you are agreeing to allow all Firms in the Triad MLS, Inc. to display your listings on their web sites. If you opt out, you agree that you are not allowing all Firms in the Triad MLS, Inc. to display your listings on their web sites.

In accordance with the Triad MLS, Inc., Rules and Regulations, you agree to or do not agree to be included in the Internet Data Exchange agreement with all of the other Triad MLS, Inc. Participants to allow for the displaying of your listings on their web site. Check one of these two boxes. By so doing, you are agreeing to the understandings indicated next to it.

- My Firm agrees** to participate in the Internet Data Exchange Agreement. I understand that I am hereby giving every Participant in the Triad MLS, Inc., permission to advertise my active MLS listings on its own web site, and the web sites of its non-principal brokers and sales licensees, subject to the Rules and Regulations of the Triad MLS, Inc. Other Participants are not obliged to display my listings. I authorize Triad MLS, Inc. to distribute my active listing data to other Triad MLS Participants and their non-principal brokers and sales licensees, pursuant to its Rules and Regulations.
- My Firm is "NOT"** going to participate in the Internet Data Exchange Agreement. I understand that this means that other Triad MLS Participants and their non-principal brokers and sales licensees will not be permitted to display my listings on their web sites. 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 broker/office manager for the MLS office whose Firm Name appears below. I represent that I have authority to execute this form on behalf of the firm listed below.

Signature: _____

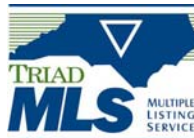
Firm Name: _____

Street Address: _____

City, State, Zip: _____

Office Phone: _____ **Office Fax:** _____

Office E-mail address: _____



4000 Piedmont Parkway, Ste. 332, High Point, NC 27265
Phone: 336-841-1337 FAX: 336-841-8451

**DATA DISPLAY AGREEMENT
ACCESS TO TRIAD MLS, INC. LISTING DATA**

Note: This form is a legally binding contract between you and the Triad MLS, Inc. (TRIAD MLS) Prior to submitting this form/contract, you must have agreed to the Internet Data Exchange Agreement. Unless otherwise allowed by or waived by TRIAD MLS, **this form/contract must be filled out completely and signed by an owner or employee of your firm.** Once you have filled it out and signed it, fax or mail it to the Triad MLS, Inc. at 2640 Willard Dairy Rd., Ste. 110, High Point, NC 27265, FAX: 336-841-8451. Triad MLS, Inc. will sign the form/contract and return a copy to you with information on how to access the data.

AGREEMENT

1. This Agreement is made and entered into by and among Triad MLS, Inc., the real estate firm whose name and contact information appear on page 5 of this Agreement designated "Participant/Firm/IDX" (the "Firm"), and the companies/individuals whose names and contact information appear on page five of this Agreement designated "Third Party Computer Consultants" (collectively, the Consultants"), and/or the Internet Data Exchange User ("IDXU") if any.

RECITALS

2. Firm wishes to obtain, and Triad MLS, Inc. wishes to provide, data for Firm's and/or IDXU's web site(s), including the listing of other real estate brokerages participating in Triad MLS, Inc. Firm and/or IDXU may wish to engage Consultants, i.e., other companies or individuals who are not employees of Firm to perform data downloading, manipulation, and formatting, as well as programming and web design.

CONSIDERATION

3. The parties acknowledge the receipt of consideration for the premises, mutual promises and covenants hereinafter set forth, said consideration including, but not limited to, the greater display of MLS listings to the general public through the Internet, thereby permitting brokers and their agents to fully market their services and to obtain contact with consumers in real estate.

DEFINITIONS

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

Internet Data Exchange Database or IDX Data: The "Internet Data Exchange Database" is 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.

Internet Data Exchange Subscriber or IDX: 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. In order to be a IDX, a Participant must be primarily and sufficiently engaged in and licensed in North Carolina to provide real estate brokerage services to buyers or sellers in residential real estate transactions and must be contributing his/her listings to the IDX database, except those listings where the seller has opted out of IDX.

Internet Data Exchange User or IDXU: is defined as a non-principal broker or sales licensee affiliated with an IDX. An IDXU may, with the permission of his IDX and TRIAD MLS, use the information available through IDX to populate his own web site(s).

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 TRIAD MLS, as amended from time to time, and any operating policies relating to the IDX Data and IDXs promulgated by TRIAD MLS.

TRIAD MLS's OBLIGATIONS

5. During the term of the Agreement, TRIAD MLS grants to Firm a license to:
- a. display the TRIAD MLS data on Firm's/IDXU's web site(s), and
 - b. make copies of the TRIAD MLS data to the extent necessary to deliver the TRIAD MLS data to consumers on Firm's/IDXU's web site(s).
6. During the term of this Agreement, TRIAD MLS agrees to provide to Firm/IDXU:
- a. access to the listing data under the same terms and conditions TRIAD MLS offers to other Participants/IDXs.
 - b. seven (7) days' advance notice of changes to the file and record formats of the listing data.

Initials

Participant _____ Third Party(1) _____ Third Party(2) _____ Agent/IDXU _____ TMLS _____

FIRM'S/IDXU'S OBLIGATIONS

- 7. Firm/IDXU shall comply with the Rules at all times.
- 8. Firm/IDXU acknowledges Triads MLS's ownership of the copyrights in the listing data.
- 9. Firm/IDXU shall comply with the requirements relating to Confidential Information set forth below.
- 10. In the event that Firm/IDXU desires to make the listing data or the Confidential Information available to any third party, Firm agrees to require such third party to execute this Agreement and become a Consultant.
- 11. If TRIAD MLS notifies Firm/IDXU of a breach of the Rules of this Agreement and Firm/IDXU does not immediately cure such breach, Firm/IDXU agrees that TRIAD MLS may seek cure from the Consultants, or any one of them. Section 15 of the Rules requiring arbitration of disputes shall apply to this Agreement.
- 12. Firm/IDXU shall notify TRIAD MLS within five (5) business days of any change to the information relating to Firm/IDXU on the Firm Information, Agent/IDXU Information and Signature page below.

CONSULTANTS' OBLIGATIONS

- 13. If TRIAD MLS notifies Firm/IDXU of a breach of the Rules or this Agreement and Firm/IDXU does not immediately cure such breach, TRIAD MLS may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with TRIAD MLS and act immediately upon notification by TRIAD MLS of an uncured breach by Firm/IDXU.
- 14. Each Consultant acknowledges TRIAD MLS's ownership of the copyrights in the listing database.
- 15. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
- 16. Each Consultant shall notify TRIAD MLS within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.

CONFIDENTIAL INFORMATION

17. "**Confidential Information**" is information or material proprietary to TRIAD MLS or designated "confidential" by TRIAD MLS and not generally known to the public, that Firm, Consultants, or IDXU 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 listing data;
- 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. Any information that TRIAD MLS obtains from any third party that TRIAD MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by TRIAD MLS.

- 18. **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 TRIAD MLS, to the extent of such consent;
 - d. becomes known to the receiving party from a source other than TRIAD MLS 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 TRIAD MLS; or
 - e. is required to be disclosed by judicial order or other compulsion of law, provided that the receiving party provides to TRIAD MLS prompt notice of any such order.

19. **Title.** The receiving party acknowledges that title to the Confidential Information remains at all times with TRIAD MLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by TRIAD MLS.

Initials

Participant _____ Third Party(1) _____ Third Party(2) _____ Agent/IDXU _____ TMLS _____

20. **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.

21. **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 TRIAD MLS 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.

22. **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 TRIAD MLS. If TRIAD MLS 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.

23. **Restrictions on Use - Location Restriction.** The receiving party will not remove the Confidential Information from its principal place of business without TRIAD MLS's prior written consent. In the event TRIAD MLS grants consent, the receiving party is not relieved of any of its obligations under this Agreement.

24. **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 TRIAD MLS, the receiving party will return to TRIAD MLS all Confidential Information and all other materials provided by TRIAD MLS 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 TRIAD MLS, an officer of the receiving party will certify in writing that all materials have been returned to TRIAD MLS and all magnetic or computer data have been destroyed.

TERM AND TERMINATION

25. The term of this Agreement begins on the "Effective Date" set forth on the "TRIAD MLS Information and Signature Page" below. TRIAD MLS 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. TRIAD MLS's notice to Firm/IDXU that this Agreement is terminated.
- b. Firm's/IDXU's notice to TRIAD MLS that it no longer intends to display listing data on its web site.
- c. Termination of Firm's privileges as a Participant by TRIAD MLS.
- d. Termination of IDXU's association with Firm.
- e. Status change of IDXU's or Firm's North Carolina Real Estate license to any status other than active.

GENERAL PROVISIONS

26. **Survival of Obligations.** The obligations of Firm/IDXU set forth under "Firm's/IDXU's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.

27. **TRIAD MLS's Remedies.** Because of the unique nature of the IDX Data and Confidential Information, Firm, IDXU, and Consultants acknowledge that TRIAD MLS 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 TRIAD MLS for a breach. TRIAD MLS 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 Firm, IDXU, or Consultants or any one of them, without showing or proving any actual damages sustained by TRIAD MLS.

28. **Attorney's fees.** If TRIAD MLS 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 TRIAD MLS's reasonable attorney's fees and costs for such legal action.

Initials

Participant _____ Third Party(1) _____ Third Party(2) _____ Agent/IDXU _____ TMLS _____

29. **Limitation of Liability.** TRIAD MLS's liability to Firm, IDXU, and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm, IDXU, and Consultants to TRIAD MLS, if any, under this Agreement. Firm's, IDXU's, and Consultants' only other remedy shall be termination of this Agreement. TRIAD MLS shall not be liable for any incidental or consequential damages under any circumstances, even if TRIAD MLS has been advised of the possibility of such damages. TRIAD MLS shall have no liability for inaccuracies in the listing data.

30. **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.

31. **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.

32. **No Assignment.** Neither Firm, IDXU, 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 TRIAD MLS.

33. **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.

34. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of North Carolina.

35. **Partial Invalidity.** If any provision of this Agreement is held to be invalid or **unenforceable**, all other provisions shall nevertheless continue in full force and effect.

36. **Voluntary Execution.** Each party acknowledges that the Agreement is fair and equitable, **and** that it is being entered into voluntarily, that it is not the result of duress or undue influence and that each party believes that both parties are capable of performing each and every obligation imposed upon them by this Agreement.

DATA DISPLAY AGREEMENT

NOW, THEREFORE, it is hereby agreed among the Triad MLS, Inc., _____,
Broker/Office Manager

a Participant of Triad MLS, Inc., and _____
(fill in names of all non-principal brokers, sales licensees, third party computer experts or consultants ("CONSULTANT" used in connection with downloading)

A. **GRANT OF LICENSE.** Pursuant to the foregoing terms and conditions set forth in pages 2 and 3 of the foregoing Agreement, paragraphs 1 through 36, which are hereby incorporated by reference, TRIAD MLS hereby grants Firm a license to electronically transfer information from TRIAD MLS's database to the Firm's own database ("download") or Frame information from TRIAD MLS's IDX search page, commencing as of date hereof and terminating as hereinafter specified.

B. **WARRANTY THAT CONSULTANT/IDXU IS PARTY TO THE AGREEMENT.** Firm hereby warrants that the name(s) of all IDXUs, third party computer experts, consultants, or Internet Service Providers (collectively, "Consultant") who are not employees of Firm are listed above as a party to this Agreement.

C. **CONSULTANT NOT TO TAKE INFORMATION FROM FIRM'S/IDXU'S POSSESSION.** Firm/IDXU agrees not to permit Consultant to take, and Consultant agrees not to take, any information whatsoever from Triad MLS', Inc. database from Firm's/IDXU's possession or control either during the time Consultant is performing services for Firm/IDXU, or thereafter.

D. **INFORMATION TO BE RETAINED BY FIRM/IDXU SUBJECT TO TRIAD MLS, INC. RULES.** Firm/IDXU agrees to retain in Firm's/IDXU's possession all information transferred pursuant to this Agreement, and further agrees that all Triad MLS, Inc. Rules and Regulations will continue to apply to such information, even though it may be processed by Firm's/IDXU's own computer and in a format different than it appears on TRIAD MLS' online system.

E. **DOWNLOADING/FRAMING PROCEDURE.** The process and procedure for downloading/framing shall be by such equipment and procedure as may be determined by Triad MLS, Inc. from time to time in its sole discretion.

F. **REPRODUCTION/FRAMING OF DATABASE.** Firm/IDXU may republish all or a portion of TRIAD MLS' database and/or Frame TRIAD MLS' IDX search page in strict compliance with TRIAD MLS' then current Rules and policies on an Internet site controlled by the Firm/IDXU and advertised as the Firm's Internet site or Firm's IDXU Internet site.

Initials

Participant _____ Third Party(1) _____ Third Party(2) _____ Agent/IDXU _____ TMLS _____

G. **RIGHT TO TERMINATE LICENSE.** Triad MLS, Inc. shall have the right at any time and in TRIAD MLS' sole discretion to terminate the right to access or transfer information (download/framing) forthwith upon written notice to Firm/IDXU. Delivery of such written notice to Firm shall constitute delivery of said written notice to IDXU and Consultant. Both Firm, IDXU, and Consultant agree to cease downloading and/or Framing upon receipt of such notice.

H. **TERMINATION OF MEMBERSHIP.** Upon termination of membership, Firm/IDXU shall either deliver all portions of information theretofore transferred from TRIAD MLS' database (downloaded) by Firm/IDXU to Triad MLS, Inc., or, if Triad MLS, Inc. approves the delivery in writing, to another member of Triad MLS, Inc.

I. **ORDER OF SIGNATURE OF AGREEMENT.** The Participant/Firm/IDXU, all Consultants, and IDXU shall sign this Agreement.

PARTICIPANT/FIRM/IDXU:	
Office Code _____	Office Name _____
Broker In Charge _____	MLS ID# _____
Signature _____	Print Name _____
(SEAL)	
E-mail Address _____	
(You must supply an e-mail address here. This address will be Triad MLS's principal means of communication with you for notices under this Agreement.)	
Website Address _____	
Firm Street Address _____	City, State, Zip _____
Phone _____	FAX _____

THIRD PARTY COMPUTER CONSULTANT(S):	
Company _____	Address _____
Phone _____	City, State, Zip _____
FAX _____	E-mail Address _____
Consultant _____	Print Name _____
_____	Signature _____

THIRD PARTY COMPUTER CONSULTANT(S):	
Company _____	Address _____
Phone _____	City, State, Zip _____
FAX _____	E-mail Address _____
Consultant _____	Print Name _____
_____	Signature _____

AGENT/IDXU INFORMATION	
Agent Name _____	Agent MLS ID# _____
_____	Print Name _____
Website Address _____	
Signature _____	E-mail Address _____

OTHER INFORMATION REQUESTED BY TRIAD MLS		
Participant Requesting information for: (please check one)		
<input type="checkbox"/> RETS Access	OR	<input type="checkbox"/> Framing Solution

Entered into on behalf of TRIAD MLS by:

Signature

Dated this _____ day of _____, 20____

