

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: _____

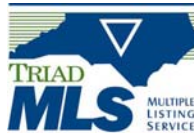
Firm Name: _____

Street Address: _____

City, State, Zip: _____

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

Office E-mail address: _____



4000 Piedmont Parkway, Suite 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# _____
Website Address _____	Print Name _____
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____

