



Contract for Access to Internet Data Exchange (IDX)

Note: This form is a legally binding contract between you and the Sunflower Board of REALTORS® Multiple Listing Service (“SMLS”). Under SMLS Rules, if a Participant is qualified to be an IDX Participant (IDXP), then the Participant has signed the “Rider License Agreement and Access to the SMLS Database” to participate in the Internet Data Exchange Program (IDX). See Section 18 of SMLS Rules and Regulations for further details.

This form/contract must be filled out completely and signed by the Participant or Participant’s designee authorized to bind the Firm and any SMLS Subscribers affiliated with the Firm who participate in the IDX Program. There are no exceptions. An SMLS Subscriber may not enter into this Agreement unless the Subscriber is affiliated with a Participant that participates in the SMLS IDX Program. Once it is completed and signed, fax or mail it to SMLS. An authorized representative of SMLS will sign the contract and return a copy to you with information on how to access the data feed.

RECITALS

1. This **AGREEMENT** is made and entered into by and among Sunflower Multiple Listing Service, Inc. (“SMLS”), the real estate firm whose name and contact information appear on the signature page of the Agreement designated “**Broker Reciprocity/Internet Data Exchange (IDX) Participation Agreement**” (the “Firm”), SMLS Subscribers who are affiliated with the Firm and participate in the IDX program (“**IDX Subscribers**”), and the companies/individuals whose names and contact information appear on the signature pages of the Agreement designated “Data Manager/Consultant Information and Signature” (collectively, “**the Data Manager/Consultants**”), if any.
2. Firm, and Subscribers affiliated with the Firm who participate in the IDX Program, wish to obtain, and SMLS wishes to provide, certain real estate data for display on Firm’s publicly accessible Web Site, and the publicly accessible Web Sites of SMLS Subscribers affiliated with the Firm, including the listing data of other real estate brokerage firms participating in SMLS IDX. Firm or Subscriber may wish to engage Data Manager/Consultants to perform data downloading, manipulation, and formatting, as well as programming and web design.

DEFINITIONS

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

Internet Data Exchange Data or IDX Data: The current aggregate compilation of all active listings of all IDX Program Participants except those listings that the Seller has declined to allow the IDX Participant to display as part of the IDX Data.

Internet Data Exchange Participant or IDXP: a Participant who gives permission to other Participants to display its active listings on their Web Sites in return for their permission to advertise their listings on the Participants Web Site.

IDX Subscribers: An SMLS Subscriber affiliated with the Firm who participates in the IDX Program and operates and maintains a publicly accessible Web Site on which the SMLS Subscriber displays IDX Data. An SMLS Subscriber may not become an IDX Subscriber unless the SMLS Subscriber is affiliated with a Participant who is an IDXP.

IDX Subscriber Web Site: A Web Site on the World Wide Web owned or controlled by an IDX Subscriber that promotes the services of the IDX Subscriber and on which IDX Data is accessible to Web Site visitors.

Firm Web Site: A Web Site on the World Wide Web wholly owned or exclusively controlled by a Participant that promotes the products or services of the Participant’s real estate brokerage or firm, and on which IDX Data is accessible to Web Site visitors.

Intellectual Property Rights: Intangible property rights including copyright, trademark, patent, trade secret, trade dress, fair competition, and contract rights prohibiting unauthorized disclosure, copying, or use of data.

SMLS Computer System: Computer hardware and software owned by, or licensed to, SMLS that contains real estate information in electronic format, including, but not limited to, IDX Data, that is accessible to, and usable by Participants for purposes permitted under SMLS’ Rules and Regulations and other policies and procedures.

Multiple Listing Service or MLS: A vehicle for collecting and disseminating information about real property that is or has been for sale to be used by real estate brokers to make offers of cooperation and compensation to each other, and a means to provide data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and valuation of real property.

Rules: The Rules and Regulations promulgated by SMLS, as amended from time to time, and any other SMLS operating policies relating to the IDX Data and IDXP's.

Participant: Real estate offices (whether an entity or sole proprietorship) represented by a REALTOR® (principal broker) who is a principal, partner, or corporate officer, or branch office manager acting on behalf of the principal and has an active real estate broker's license.

Participant Data: Data relating to real estate for sale, previously sold or listed for sale, including IDX Data, and data relating to Participants that are entered into the SMLS Computer System by SMLS Staff and/or Participants.

SMLS' COVENANTS

4. During the term of this Agreement, SMLS grants to Firm and IDX Subscribers a non-exclusive and limited license to:
 - a. display the IDX Data on Firm's or the IDX Subscribers' Web Site, and
 - b. copy the IDX Data to the extent necessary to deliver the IDX Data to consumers from Firm's or the IDX Subscribers' Web Sites.
5. During the term of this Agreement, SMLS agrees to provide to Firm, the IDX Subscribers, and their Data Manager/Consultants:
 - a. access to the IDX Data via the Internet using File Transfer Protocol ("**FTP**"), or other method approved by SMLS, under the same terms and conditions SMLS offers to other IDXP's;
 - b. seven (7) days' advance notice of changes to the file and record formats of the IDX Data; and
 - c. seven (7) days' advance notice of changes to the Rules affecting the IDX program.

FIRM'S AND IDX SUBSCRIBERS' COVENANTS

6. Firm and IDX Subscribers shall comply with the Rules at all times. If for any reason, such as non-payment of fees or failure to complete Membership transfer, the Firm or IDX Subscriber does not show as active on the current Member data file, the Firm or IDX Subscriber Web Site may not be updated.
7. Firm and IDX Subscribers acknowledge and agree that, as between Firm, the IDX Subscribers' and SMLS, SMLS owns all Intellectual Property Rights in or to the IDX Data, Participant Data, and any other data, information or content accessible from the SMLS' Computer Database. Firm and IDX Subscribers shall not contest SMLS' Intellectual Property Rights claims nor assist others in doing so. Firm and IDX Subscribers shall cooperate with SMLS on reasonable terms and conditions in any efforts by SMLS to enforce its Intellectual Property Rights against actual or potential infringers.
8. Firm and IDX Subscribers shall comply with the requirements relating to Confidential Information set forth below.
9. In the event that Firm or IDX Subscribers desire to make available to any third party the IDX Data other than as permitted by the Rules, or the Confidential Information, Firm or IDX Subscribers shall require such third party to execute this Agreement and become a Data Manager/Consultant.
10. If SMLS notifies Firm of a breach of the Rules, or of this Agreement, and Firm or IDX Subscribers do not immediately cure such breach, Firm and IDX Subscribers agree that SMLS may seek cure from the Data Manager/Consultants, or any one of them. Firm and IDX Subscribers agree that SMLS may immediately terminate the Firm's or the Data Manager/Consultant's access to the data feed until the breach is cured.
11. Firm and Firm's IDX Subscribers shall notify SMLS of any change to the information relating to Firm or the IDX Subscribers on the Firm or IDX Subscribers Information and Signature page below within five (5) business days after the facts giving rise to the change occur.
12. Firm or the IDX Subscribers shall defend, indemnify, and hold harmless SMLS from any claims or demands asserted by third parties based upon Firm's or the IDX Subscriber's display of IDX Data on the Firm Web Site or IDX Subscriber Web Sites, including any judgments, damages, interest, penalties, attorney's fees at all levels, and litigation costs and expenses.

DATA MANAGER/CONSULTANT'S OBLIGATIONS

13. If SMLS notifies Firm or IDX Subscriber of a breach of the Rules or of this Agreement and Firm or IDX Subscriber does not immediately cure such breach, SMLS may require Data Manager/Consultant to cure any such breach that is within Data Manager/Consultant's control. Data Manager/Consultant agrees to cooperate with SMLS and act immediately upon notification from SMLS of an uncured breach. Data Manager/Consultant agrees that SMLS may immediately terminate the Data Manager/Consultant's access to data feed until the breach is cured.
14. Each Data Manager/Consultant must verify that the Firm or IDX Subscriber is active in the most recent member data file available before the Firm or IDX Subscriber Web Site may be updated.
15. Each Data Manager/Consultant acknowledges and agrees that, as between Data Manager/Consultant and SMLS, SMLS owns all Intellectual Property Rights in or to the IDX Data, the Participant Data, and any other data, information or content accessible from the SMLS Computer Database. Data Manager/Consultant shall not contest SMLS' Intellectual Property Rights claims nor assist others in doing so. Data Manager/Consultant shall cooperate with SMLS on reasonable terms and conditions in any effort by SMLS to enforce its Intellectual Property Rights against actual or potential infringers.
16. Each Data Manager/Consultant shall comply with the requirements relating to Confidential Information set forth below.
17. Each Data Manager/Consultant shall notify SMLS within five (5) business days of any change to the information relating to it on the Data Manager/Consultant Information and Signature page below.
18. Each Data Manager/Consultant shall defend, indemnify and hold harmless SMLS from any claims or demands by third parties arising from Data Manager/Consultant's access to and use of IDX Data on behalf of Firm, including any judgments, damages, interest, penalties, attorney's fees at all levels, and litigation costs and expenses.

CONFIDENTIAL INFORMATION

19. **"Confidential Information"** is information or material proprietary to SMLS or designated "Confidential" by SMLS and not generally known to the public, to which Firm, IDX Subscribers, or Data Manager/Consultants, or any one of them (the "Receiving Party") may obtain access as a result of 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 Participant Data, except the IDX Data that this Agreement and Rules permit to be disclosed;
 - b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
 - c. software, source code, object code, diagrams, flow charts;
 - d. techniques, procedures;
 - e. IP addresses, access codes, and passwords; and
 - f. any information that SMLS obtains from any third party that SMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by SMLS.

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 SMLS, to the extent of such consent;
- d. becomes known to the Receiving Party from a source other than SMLS 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 SMLS; or
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to SMLS prompt notice of any such order.

The Receiving Party acknowledges that as between the Receiving Party and SMLS, all Intellectual Property Rights in or to the Confidential Information remain at all times with SMLS.

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 unauthorized disclosure to the same extent as it protects its own trade secrets, but in no event using 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 SMLS, which SMLS may grant, condition or withhold in its sole discretion. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting or containing any 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 or its own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including Data Manager/Consultants or independent contractors, without prior written consent from SMLS, which SMLS may grant, withhold or condition in its sole discretion. If SMLS grants consent, the Receiving Party will execute an agreement with the third party that imposes on the third party a confidentiality obligation that is at least as strict as is 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 SMLS' prior written consent, which SMLS may grant, condition or withhold in its sole discretion. In the event SMLS grants such 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 from SMLS, the Receiving Party will return to SMLS all Confidential Information and all other materials provided by SMLS 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. An officer of the Receiving Party will certify in writing that all materials have been returned to SMLS 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 "SMLS Information and Signature Page" below. SMLS 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. SMLS' notice to Firm or IDX Subscriber that this Agreement is terminated.
 - b. Firm's or IDX Subscriber's notice to SMLS that it no longer intends to display IDX Data on a public Web Site.
 - c. Termination by SMLS of Firm's privileges as a Participant or the Subscriber's privileges as an SMLS Subscriber.
 - d. The Participating Firm's or the IDX Subscriber's failure to remain eligible for MLS services.
 - e. The Participant's or IDX Subscriber's failure to remain eligible to be an IDX Participant or IDX Subscriber.

GENERAL PROVISIONS

26. **Survival of Obligations.** The Firm's, IDX Subscriber's and Data Manager/Consultant's Covenants shall survive the termination or expiration of this Agreement.
27. **SMLS' Remedies.** Because of the unique nature of the Participant Data and Confidential Information, Firm, IDX Subscribers, and Data Manager/Consultants acknowledge that SMLS would suffer irreparable harm in the event any of them breach their obligations under this Agreement, and that monetary damages would be inadequate to compensate SMLS for such a breach. SMLS is therefore entitled, in addition to all other forms of relief, to temporary or permanent injunctive relief as may be necessary to restrain any continuing or further breach by Firm, IDX Subscribers, or Data Manager/Consultants, or any one of them, without the need to show that its remedies at law are inadequate.
28. **Attorney's Fees.** If SMLS prevails in any action to enforce or interpret this Agreement or any provision hereof, SMLS shall be entitled to an award against the non-prevailing party of its reasonable attorney's fees and costs in such action.

29. **Limitation of Liability.** SMLS shall not be liable to Firm, IDX Subscriber, or Data Manager/Consultant for damages of any type under this Agreement, whether in contract or tort. Firm's, IDX Subscribers', and Data Manager/Consultants' only remedy shall be termination of this Agreement.
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. **Assignment.** Neither Firm, IDX Subscribers, nor Data Manager/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 SMLS.
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. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.
34. **Applicable Law.** This Agreement is governed by and enforced according to the laws of the State of Kansas applicable to contracts entered into and performed entirely with the State.
35. **Stopping of the Data Feed.** If any provision of this Agreement is breached by the Firm, IDX Subscriber or the Data Manager/Consultant, SMLS may immediately terminate the Firm's, IDX Subscriber's or Data Manager/Consultant's data feed, until the breach is cured.
36. **Disclaimers of Warranties:** SMLS DISCLAIMS ANY WARRANTY CONCERNING THE ACCURACY OR RELIABILITY OF THE IDX DATA OR PARTICIPANT DATA. SMLS FURTHER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE IDX DATA OR PARTICIPANT DATA FOR A PARTICULAR PURPOSE. FIRM, IDX SUBSCRIBER(S), AND DATA MANAGER/CONSULTANT(S) ACKNOWLEDGE AND AGREE THAT SMLS IS PROVIDING THE IDX DATA OR PARTICIPANT DATA ON AN "AS IS" BASIS.



2130 S.W. 37th Street
Topeka, KS 66611-2571
Phone: 785/267-3215 * Fax: 785/267-4993
www.sunflowerrealtors.com

IDX Subscriber Information and Signature

IDX Subscriber Name: _____

IDX Subscriber's NRDS Number: _____

Firm Name: _____

Email Address: _____

Office Street Address: _____

Office City, State & Zip: _____

Office Phone: _____ Office Fax: _____

Address of IDX Subscriber's Website Where Information Will Appear: _____

Entered into on behalf of IDX Subscriber by:

IDX Subscriber Signature

Print Name

Date

Approved on Behalf of Firm by:

Participant/Broker Signature

Print Name

Date



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Rider License Agreement and Access to SMLS Database

_____, as Broker Participant (hereinafter referred to as "Broker") of the SMLS, Inc., for
The Company _____ hereby authorize
_____, Data Manager/Consultant, and representative for
_____, Licensee, authority to access listings residing in the database of
the Sunflower Multiple Listing Service, Inc. (hereinafter referred to as SMLS) of the Sunflower Board of REALTORS®, Inc. (hereinafter
referred to as the "Board") for purposes of extracting data to assist in the management of Broker's real estate brokerage business, all
pursuant to License Agreement dated _____, 20____, between Licensee and the Board and SMLS. Non-principal
brokers, sales licensees, appraisers and others authorized to have access to information published by the SMLS are subject to the
SMLS Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an
agreement acknowledging that access to and use of MLS information is contingent on compliance with the Rules and Regulations.
Further, failure of any user or Subscriber to abide by the Rules and/or any sanction imposed for violations thereof can subject the
Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and
accountability for all users or Subscribers affiliated with the Participant.

The parties agree that the Data Manager/Data Manager/Consultant shall have access to all listings authorized by SMLS. It is
understood that the Broker shall have sole responsibility and control over this process. In order for Data Manager/Data Manager/
Consultant to access the information Broker has authorized, Broker may choose to have the SMLS provide Data Manager/Data
Manager/Consultant with Username and Password access to the RETS Data Export feature of the Paragon Program. Should Broker's
association with the Data Manager/Data Manager/Consultant terminate, Broker will immediately notify MLS Service, and Data
Manager/Data Manager/Consultant agrees to immediately remove all data associated with the MLS System from Data Manager's/
Data Manager/Consultant's personal computer and return all hard or printed data generated under said License Agreement.

Broker and Data Manager/Data Manager/Consultant understand this process will be designed and carried out according to Broker's
specifications and under Broker's supervision. If the SMLS changes its policies and/or rules regarding display of information, which
requires a change in process in which Broker utilizes the information, the Parties understand that Broker will be responsible for any
costs incurred in making those changes, but that such changes shall be made.

**IMPORTANT: Upon the signed acceptance of the terms and conditions of this Agreement by all Parties, should a Web site be created,
upon implementation of the Web site, the Web site address will then be given to the MLS for their knowledge and review.**

Subscriber's Signature *Date*

Data Manager/Consultant Signature *Date*

Subscriber's Printed Name

Data Manager/Consultant's Printed Name

Broker Participant Signature *Date*

SMLS Staff Signature *Date*

Broker Participant's Printed Name

SMLS Staff Printed Name

Website address: _____



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Data Manager/Consultant Information and Signature

NOTE TO FIRM AND IDX SUBSCRIBER: Reproduce this page for each individual or company to whom you intend to provide access to the IDX Data under this Agreement.

NOTE TO DATA MANAGER/CONSULTANT: Be sure to enter into this Access to Internet Data Exchange Data Feed contract with SMLS and every real estate Broker or Salesperson to which you provide services. If you sign only one and that Firm's or Salesperson's access to the IDX Data is terminated, you will not be able to acquire the IDX Data for your other clients. Please keep a copy of this agreement for your records. By signing this contract, you are agreeing to abide by all provisions of this agreement.

Data Manager/Consultant Name: _____

Data Manager/Consultant Email Address: _____

You MUST supply an email address here. This address will be SMLS' principal means of communicating with you for notices under this agreement.

Data Manager/Consultant Address: _____

Phone: _____ Fax: _____

IDX Subscriber Name: _____

IDX Subscriber Website Address: _____

Entered into on behalf of Data Manager/Consultant by:

Data Manager/Consultant Signature *Date*

Data Manager /Consultant Printed Name *Title*

SMLS INFORMATION AND SIGNATURE

This section is for SMLS' use only. SMLS will complete this information after receiving fully executed agreement. SMLS will then return a copy of this page only to the Firm (Participant Broker) and Data Manager/Consultant. **The contents of this box are Confidential Information under this Agreement.** The Data Manager/Consultant User ID and Password shall not be disclosed to the IDX Subscriber, but shall be disclosed to the Participant or the Participant's designee who executed this Agreement on behalf of the Firm.

Office Code: _____ Participant/Contact Person: _____

RETS URL: <http://topekams.rets.fnismls.com/rets/fnisrets.aspx/TOPEKAMLS/login?rets-version=rets/1.5>

RETS User ID: _____ RETS Password: _____

Entered into on behalf of SMLS by:

SMLS Staff Signature *Effective Date*