



IDX Framable Solutions
THREE PARTY LICENSE AGREEMENT

This Three Party License Agreement ("Agreement") is entered into effect as of _____, 20__, by and between Combined L.A./Westside Multiple Listing Service, Inc., a California corporation ("MLS"), _____, a (Please circle one: "Licensee" or "Broker Participant") and _____, a ("Vendor/Developer/Designer"), individually a "Party" and collectively the "Parties."

1. Grant of License("Domain name/URL"). Subject to the terms of this Agreement, MLS grants to Licensee or Broker Participant and Vendor a non-exclusive, non-transferable, revocable license to use one of The MLS® Framable Solutions which is the property of MLS ("the Data") solely for the following uses and purposes:

Three horizontal lines for listing specific uses and purposes, each ending with a semicolon.

Data shall be provided by Licensee or Broker Participant and/or Vendor only to Participants of MLS who have signed a counterpart of this Agreement, and shall NOT be provided by Licensee or Broker Participant and/or Vendor to reciprocal users of MLS.

Neither Licensee or Broker Participant nor Vendor shall provide Data to any other franchisee, licensee, or other affiliate of Licensee ("Co-Branded Entity") unless such Co-Branded Entity is itself a Participant (NOT reciprocal user) of MLS AND has executed a counterpart of this Agreement.

Except as expressly authorized above, neither Licensee or Broker Participant nor Vendor may copy, distribute, sell, auction, rent, lease, loan, modify or create derivative works, adapt, translate, perform, display, sublicense or transfer all or any portion of the Data.

2. Term. The term of this Agreement shall commence on the effective date set forth above, and shall continue until terminated upon ten (10) days written notice by any Party or immediately upon written notice by any Party of breach by any other Party, if applicable.

3. Consideration. In consideration for the license granted herein, Licensee or Broker Participant shall compensate MLS as follows:

_____ ;
_____ ;
_____ .

4. Responsibilities of MLS. MLS shall provide to Licensee the Data in fields and other formats determined at the sole discretion of MLS.

5. DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. IN NO EVENT WILL MLS OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE

OF OR INABILITY TO USE THE DATA EVEN IF MLS OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MLS PROVIDES THE DATA AND ALL OTHER SERVICES "AS IS." MLS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, MLS does not warrant continuous, error-free, secure, or virus-free preparation or transfer of the Data or continuous availability of any given server. This warranty gives you specific legal rights and you may also have other legal rights which vary from state to state. In no event shall MLS's or its suppliers' liability to Licensee or Broker Participant or Vendor, whether in contract, tort(including negligence), or otherwise, exceed the price set forth in this Agreement and paid by Licensee or Broker Participant or Vendor during the preceding one hundred twenty (120) days, or \$500, whichever is greater. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. Some states do not allow the some or all of the foregoing limitations of liability, so they may not apply to all of the Parties hereto. It is the intention of the Parties that all such limitations of liability shall apply to the maximum extent allowed by applicable law.

6. Responsibilities of Licensee or Broker Participant and Vendor. Licensee or Broker Participant and Vendor shall be responsible for providing all hardware and software necessary to receive and use the Data. Licensee or Broker Participant and Vendor are aware, understand, and agree that (a) MLS will not reformat or change the Data in any manner for the purposes of delivery or otherwise in connection with this Agreement, and (b) the Data is subject to copyright and

the copyright owner is MLS. Licensee or Broker Participant and Vendor each represent and warrant to MLS that the Data shall be used only for the purposes stated in this Agreement.

7. Ownership of Data. MLS and its suppliers shall retain all right, title and interest, including, without limitation, ownership of all intellectual property rights, relating to or residing in the Data and all copies thereof. Licensee or Broker Participant and Vendor each acknowledge and agree that they have not and will not acquire or obtain any intellectual property or other rights, including any right of exploitation, of any kind in or to the Data and all copies thereof, and that all such property, material, and items are exclusively owned by MLS.
8. Use. The Data provided hereunder may be used only in accordance with the terms and conditions of this Agreement. Neither Licensee or Broker Participant nor Vendor shall use all or any portion of the Data for any other purpose, nor shall Licensee or Broker Participant or Vendor use all or any portion of the Data in connection with serving any other project or customer. Neither Licensee or Broker Participant nor Vendor shall sublicense all or any portion of the Data. Any other use shall constitute a violation and breach of this Agreement and shall subject Licensee or Broker Participant and/or Vendor, at the discretion of MLS, to immediate termination of this Agreement by notice from MLS and/or an action for damages and other judicial relief. The parties agree that in addition to other judicial relief, MLS may seek, and the other parties agree not to oppose, mandatory injunctive relief to enforce the provisions of this Agreement. Upon completion of the term set forth in paragraph 2, or if applicable, the completion of the project set forth in this Agreement, Licensee or Broker Participant and Vendor shall either, at the sole and exclusive discretion of MLS, provide certification of destruction or return the data to MLS.
9. No Assignments. Neither Licensee or Broker Participant nor Vendor shall assign or transfer this Agreement or any rights hereunder, and any attempt to the contrary is void.

10. Indemnity. Licensee or Broker Participant and Vendor shall each indemnify and hold MLS harmless from any and all claims, causes of action, enforcement proceedings and/or actions and proceedings brought by any person or agency (“Claims”) of any nature whatsoever arising out of or relating to the business of Licensee or Broker Participant and/or Vendor, and the furnishing and/or Licensee or Broker Participant’s and/or Vendor’s use of the Data. This indemnity shall include the obligation of Licensee or Broker Participant’s and Vendor to pay for reasonable attorneys’ fees incurred by MLS, using counsel of its choice, in connection with the defense of any such Claim.
11. Waiver. Any failure or delay of a Party in enforcing any rights in connection with a breach under this Agreement shall not constitute a waiver of such rights or the right of such Party to act with respect to subsequent or similar breaches.
12. Joint and Several Obligations. All of obligations of Licensee or Broker Participant and Vendor under this Agreement are joint and several. All obligations of any Party which consists of more than one person or entity are joint and several among all such persons and entities.
13. Authority. Each Party and each person signing on its behalf below represents and warrants that this Agreement has been duly authorized by such Party’s final decision-making body, and that upon signature below this Agreement shall constitute the binding obligation of such Party.
14. Attorneys’ Fees and Costs, Jurisdiction, Venue. In the event that it is necessary to commence any action to enforce the terms and provisions of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs in addition to other appropriate remedies. Any action or proceeding to interpret or enforce this Agreement shall be maintained exclusively in an appropriate State or Federal court situated in the Los Angeles County, California.

15. Notices. Any notification or communication required or permitted by this Agreement (“Notice”) may be given by any form of United States mail requiring a return receipt, or by nationally recognized overnight courier service, or by personal delivery, or by facsimile. Any such Notice shall be addressed to the Parties at their respective addresses shown adjacent to the signatures below, or to such other address as a Party provides by Notice. Any such Notice shall be deemed given on the date delivery is made or refused (if transmitted by United States mail or overnight courier as above), or on the date of transmittal by facsimile (if on a business day before 4:30 p.m., and if not then on the next business day).

16. Construction, Partial Invalidity, Entire Agreement. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California, United States of America, as if entered into between residents of the State and performed wholly within the State and without giving effect to the principles of conflict of law. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement constitutes the entire understanding and agreement of the Parties concerning its general subject matter. All prior discussions, understandings, and proposals are either expressly contained herein or intentionally superseded. This Agreement may be modified or changed only in a writing signed by all Parties. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed.

[Continued on following page.]

12.16 Use of Active Listing Information on Internet. Also known as Internet Data Exchange (“IDX”).

- (a) Subject to paragraphs (b) through (g) below, and Section 12.11 of these Combined L.A./Westside Multiple Listing Service, Inc. Rules and Regulations, and notwithstanding anything in these rules and regulations to the contrary, Participants may display on their public websites aggregated MLS active listing information through either downloading and placing the data on the Participant’s public access websites or by framing such information on the MLS or Association public access website (if such a site is available). The framing solution is available to MLS Subscribers. Only MLS Participants/Subscribers can have display rights.
- (b) The Listing Brokers’ consent for such Internet display is presumed, in satisfaction of Rule 12.8, unless a Listing Broker affirmatively notifies the MLS that the Listing Broker refuses to permit display on either a blanket or on a listing-by-listing basis. Listing Brokers that refuse to permit other MLS Participants or Subscribers to display their listing information on a blanket basis may not display MLS active listing information of other Brokers’ listings.
- (c) Participants and Subscribers shall not display confidential information fields, as determined by the MLS in the MLSs’ sole discretion, such as that information intended for Cooperating Brokers rather than consumers.
- (d) Each listing on a Participant or Subscriber’s site shall prominently identify the name of the listing firm and the name of the listing agent in a manner designed to identify such listing firm or agent. This applies to the display of listings in all formats.
- (e) Participants and Subscribers shall not modify the information displayed pursuant to these MLS rules.
- (f) Information displayed shall indicate the source of the information being displayed and the most recent date updated by the Participant or Subscriber. Participants and Subscribers shall update all downloads and refresh all data at least once every seven (7) days.
- (g) Sharing of the MLS compilation with any third party not authorized by the MLS is prohibited. Participants and Subscribers shall indicate on their websites that the information being provided is for consumers’ personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.
- (h) No portion of the IDX data shall be used or provided to a Participant for any purpose other than the listing and selling of real estate by such Participant.
- (i) The right to display other Participant’s listings pursuant to IDX shall be limited to a Participant’s office(s) holding 100% participatory rights in this MLS.

Initials

Executed at Los Angeles, California, as of the date first set forth above.

“MLS”

Combined L.A./Westside
Multiple Listing Service, Inc.

By: _____
Name: _____
Title: _____

Address:
822 South Robertson Boulevard
Suite 202
Los Angeles, CA 90035
Facsimile: (800) 719.3125

“Licensee”

By: _____
Name: _____
Title: _____

Address:

Email: _____

“Broker Participant”

By: _____
Name: _____
Title: _____

Address:

Email: _____

“Vendor/Developer/Designer”

By: _____
Name: _____
Email: _____

Address:

Facsimile: _____



**IDX Solutions Department
Credit Card Authorization Form**

Please fill out and fax to 800.719.3125:

Date: _____

Contact Number: _____

Agent Name: _____

Member Number: _____

Email: _____

<u>IDX Packages:</u>	
<input type="checkbox"/>	IDX Basic Package.....FREE! FREE TO ALL MEMBERS
<input type="checkbox"/>	IDX Premium Package..... \$199.99 FREE to ALL REALTOR Members
Total Due: \$ _____	

Payment Method: *(Visa, Master Card & American Express accepted)*

Credit Card: _____ Acct #: _____ Exp Date: _____

Card Holders Signature*: _____

**I hereby agree to The MLS®/CLAW "no refund" policy for payment towards IDX/Web Design Solutions. _____ (Please initial here)*

The MLS® Account Executive Signature: _____

The MLS® / CLAW
822 S. Robertson Blvd., #202, Los Angeles, CA 90035 310.358.1100 Fax 1.800.719.3125