



BLOOMINGTON MLS, INC. 2020 MLS PARTICIPATION INFORMATION

To be eligible to participate in the Bloomington MLS, Inc., the applicant must be a REALTOR® member and application is to be made by the Managing Broker.

Participation in the Bloomington MLS consists of a one-time **\$225 application fee**. If participation is discontinued, for any reason, reinstating participation will require the application fee to be paid again.

The Bloomington MLS currently utilizes the Indiana Regional MLS (IRMLS) – Black Knight Paragon 5 system which encompasses 14 Indiana REALTOR® associations-MLSs. Bloomington MLS participation gives access to all 14 associations' listings but can be customized to see only the Bloomington MLS listings if desired.

The Bloomington Board of REALTORS® / Bloomington MLS public-facing website (www.homefinder.org) includes a roster of all Bloomington Board of REALTORS® members with their contact information as well as active Bloomington MLS system listings for consumer display and property searching.

In the event that you need entry access to properties listed through the Bloomington MLS, you would need to register for a Supra Lockbox Key. See the Bloomington MLS detailed fee schedule and various options with pricing.

The participant is emailed the monthly invoice from Bloomington MLS in the amount of **\$52 per month** for the participant and each licensee within the firm who chooses to subscribe. If Supra Lockbox Key access is desired, the monthly charges are added on to the monthly MLS fee.

Another option available is to apply for secondary membership with the Bloomington Board of REALTORS® (BBOR). You would pay the Bloomington MLS fees noted above along with the BBOR membership application and annual dues. With secondary REALTOR® membership, you have access to the BBOR community through committees, networking, and educational opportunities, along with broadcast email service which provides integrated communication to BBOR's nearly 450 REALTOR® members and 150 Affiliate members.

If you have any questions, please give us a call at (812) 339-1301 or email info@homefinder.org.

Bloomington MLS, Inc.

*A Subsidiary Corporation of Bloomington Board of REALTORS®
P.O. Box 1478 / Bloomington, IN 47402 / 812-339-1301
www.homefinder.org*



Bloomington Board of REALTORS® 2020 Subscriber Information

Please note: a copy of your driver's license must accompany application

Date: _____

Homefinder Email Account

YES

NO (select one)

Agent Name: _____

Designated REALTOR (Managing Broker) Name: _____

Company Name: _____

Company Street Address: _____

City/State/Zip: _____

Company Phone: _____ FAX: _____

Agent Cell #: _____ Email: _____

Date of Hire with Company: _____

RE License #: _____ NRDS #: _____

Optional: Lockbox access allowed _____ (DR must sign off)

Note: \$75 issuance fee payable to Bloomington Multiple Listing Service

Required -

Subscriber Signature: _____

Designated REALTOR's Signature: _____

Bloomington Board of REALTORS®

P.O. Box 1478, Bloomington, IN 47402 / 320 W 8th Street, Suite 121, Showers Business Plaza, Bloomington, IN 47404

Phone: 812-339-1301 / Fax: 812-333-7497 / Email: info@homefinder.org



Bloomington Multiple Listing Service, Inc.

MLS Subscriber Participation Agreement

To be completed by Managing Broker REALTOR® / Appraiser Designated Principal

Date: _____

Name: _____

Firm: _____

Mailing Address: _____

Office Phone: _____ Mobile Phone: _____

Email Address: _____

Primary REALTOR® Board/Association: _____

Managing Broker NRDS Number: _____ Firm NRDS Number: _____

Indiana Real Estate/Appraisal License #: _____

Number of Licensees held by Applicant that wish to subscribe to the Bloomington MLS: _____

Provide Names / NRDS #s of each new subscriber: Complete on attachment to be included with this application.

I agree as a condition of participation in the Bloomington MLS to abide by all relevant Bylaws, Rules and other obligations of participation including payment of fees. I further agree to be bound by the Code of Ethics on the same terms and conditions as Bloomington Board of REALTORS members including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS in accordance with the established procedures of the National Association of REALTORS. I understand that a violation of the Code of Ethics may result in termination of my MLS privileges and that I may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed.

I further affirm, by my signature below, that I have received and read the Bylaws and Rules and Regulations of Bloomington Multiple Listing Service, Inc.

Signature: _____

Rev. 1/13/2017

Indiana Regional MLS LLC Participant Agreement

This **AGREEMENT** is made and entered into by Indiana Regional MLS LLC ("IRMLS"), with offices at 1415 Union Street, Lafayette, IN 47904; and _____ ("Firm Participant"), with offices at _____.

DEFINITIONS AND USAGE.

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

Association: The REALTOR® association or multiple listing service organization through which Firm Participant and Subscribers receive the IRMLS Service.

Association Policies: The rules and regulations, and policies and procedures adopted by Association's board of directors or authorized delegates, as Association amends them from time to time.

Individual Participants: With regard to each office of Firm Participant, the individual responsible for Firm Participant's conduct under IRMLS Policies that is a "participant" as that term is defined in the IRMLS Policies.

IRMLS Affiliates: IRMLS Affiliates means IRMLS and its officers, directors, employees, agents, representatives, licensors and shareholders.

IRMLS Database: All data available to Firm Participant on the IRMLS System, including the Participant Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

IRMLS Policies: IRMLS's then current bylaws, rules and regulations, and policies and procedures adopted by IRMLS's board of directors or authorized delegates, as IRMLS amends them from time to time.

IRMLS Service: The services IRMLS provides to Firm Participant under this Agreement and similar services IRMLS provides to third parties under similar agreements, including any access or license to the IRMLS Software, the IRMLS Database, and the IRMLS System.

IRMLS Software: IRMLS's proprietary web browser interface(s) to the IRMLS System.

IRMLS System: The aggregate of all hardware and telecommunications systems that IRMLS maintains, or that IRMLS contractors maintain on its behalf, in order to make access to the IRMLS Database available to Firm Participant.

Other Participants and Subscribers: All Participants and Subscribers of IRMLS not party to this Agreement.

Participant Compilation Contribution or "PCC." All selection, coordination, and arrangement by Subscribers of the listing information submitted, contributed, or input in the IRMLS System, including the choice, classification, categorization, ordering, and grouping of material or data that is included in the IRMLS System. PCC does not include original text or photographs.

Participant Contribution: All data that the Subscribers submit, contribute, or input in the IRMLS System, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the PCC.

Saved Information: Information that Subscribers store in the IRMLS System for their own later use that is not intended by them to be available to Other Participants and Subscribers, including client prospect and contact information.

Subscribers: Firm Participant's employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

2. **Usage.** The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

(a) Wherever the term "including" is used, it means "including, but not limited to."

(b) The singular and plural numbers and masculine, feminine, and neuter genders of words are fully interchangeable.

(c) Wherever the term "law" is used, it means all statutes, regulations, and case law, both state and federal, as they are amended. Without limiting the generality of the foregoing, "law" expressly includes all state and federal fair housing statutes and regulations.

IRMLS'S OBLIGATIONS.

3. Subject to the terms and conditions of this Agreement and the IRMLS Policies and/or Association Policies, Association shall provide one unique user ID and password to each of the Subscribers that is authorized to obtain access to the IRMLS service by virtue of this Agreement or another license agreement; and Individual Participants for which Firm Participant is responsible shall have all rights and obligations of a participant in IRMLS as set forth in the IRMLS Policies and/or Association Policies. The user ID and password will provide Individual Participants access to all data and functions in the IRMLS Service to which Individual Participants are entitled under the IRMLS Policies and/or Association Policies. IRMLS makes no warranties, however, that the IRMLS Service will be available at all times.

FIRM PARTICIPANT ACKNOWLEDGMENTS.

4. **Modifications to service.** IRMLS may, but is not required to, modify the IRMLS Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the IRMLS Service may be subject to agreements other than this Agreement and may require payment of additional fees.

5. **Editorial control.** IRMLS is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the IRMLS Database or the Participant Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, IRMLS may take any steps necessary in its judgment, including deleting the Participant Contribution or portions thereof, to avoid or remedy any violation of law, breach of the IRMLS Policies, Association Policies, or infringement of intellectual property right. Additionally, IRMLS shall have the right to alter and/or remove metadata and copyright management information contained in the Participant Contribution.

6. **Conditions of service.** Firm Participant must at all times have an Individual Participant designated for each office. Firm Participant shall ensure that at all times Individual Participants for which Firm Participant is responsible under this Agreement satisfy the prerequisites for participation in the IRMLS Service. The prerequisites are set out in the IRMLS Policies and/or Association Policies; at present, they include a requirement that Individual Participants either (a) hold a real estate broker's license, be actively engaged in real estate brokerage, and offer and receive offers of compensation from other brokerage firms; or (b) be licensed or certified by an appropriate regulatory agency to engage in the appraisal of real property. Individual Participants must maintain active membership in a REALTOR® association at all times during the term of this Agreement. Subscribers may enter and retrieve active listing information on the IRMLS Service only if Firm Participant offers compensation to or accepts compensation from other principal brokers.

7. **Saved Information.** Saved Information may not always be available to Firm Participant and may become available to unauthorized persons. IRMLS is not liable for unauthorized access to or loss of Saved Information. Firm Participant is responsible for retention of any information

that may be necessary to reconstruct Saved Information if it is lost or destroyed.

8. **Disclosure to third parties.** IRMLS reserves the right to distribute to third parties certain information about Firm Participant, including Firm Participant's and Individual Participants' names and business addresses, phone numbers and email addresses. IRMLS reserves the right to distribute to third parties aggregated information about Firm Participant's, Individual Participants, and Other Participants' and Subscribers' use of the IRMLS Service, but not about Firm Participant's or Individual Participants' use specifically.

9. **Disclosure to government.** Firm Participant acknowledges that IRMLS may provide government agencies access to the IRMLS Service at any time in IRMLS's sole discretion.

10. **Priority of agreements.** Firm Participant must enter into this Agreement before any Subscriber may obtain access to the IRMLS Service.

11. **If Firm Participant is an appraisal firm,** Firm Participant acknowledges that certain information in the IRMLS Database, including information about listings currently for sale, may be withheld from Firm Participant and Individual Participants pursuant to the IRMLS Policies and/or Association Policies.

12. **IDX and VOW data access subject to separate agreement.** Firm Participant acknowledges that access to IRMLS's IDX or VOW database and data feeds can occur only subject to a separate written agreement between IRMLS, Firm Participant and Subscriber, as applicable.

FIRM PARTICIPANT'S OBLIGATIONS.

13. **Use limited.** Firm Participant shall use the IRMLS Service solely for the purpose of selling, listing, leasing, valuing, and appraising real estate, strictly as permitted by the IRMLS Policies and/or Association Policies. Except as expressly provided in this Agreement and the IRMLS Policies and/or Association Policies, Firm Participant shall not copy, create derivative works of, distribute, perform, or display the IRMLS Service or any part of it, except the Participant Contribution.

14. **Confidentiality.** Firm Participant shall maintain the confidentiality of its user ID and password. IRMLS issues each Subscriber a separate ID and password, and Participant must not facilitate sharing of passwords among Subscribers. Firm Participant shall ensure that the Subscribers maintain the confidentiality of their user IDs and passwords and that no one but authorized Subscribers obtains access to the IRMLS Service or any part of it. To maintain the confidentiality of all user IDs, passwords, the IRMLS Database, and the IRMLS System, Firm Participant shall take the greater of reasonable care or the care it takes to protect its own confidential information. Failure to comply with this provision will result in a significant fine, as set forth in the IRMLS Policies and/or Association Policies. Firm Participant may disclose information confidential under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, the disclosing Firm Participant first gives reasonable notice to IRMLS to permit IRMLS to seek a protective order.

15. **Equipment.** Firm Participant shall acquire and maintain all personal computers, modems, data connections, and computer software, other than the IRMLS Software, necessary for Participant's use of the IRMLS Service.

16. **Participant Contribution.** With regard to any Subscriber making a Participant Contribution to the IRMLS Service, Firm Participant warrants that the information submitted complies with the IRMLS Policies and/or Association Policies in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and required listing types; and (d) procedures for submission. Firm Participant warrants that the Participant Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third

party; and that there is no claim, litigation or proceeding pending or threatened with respect to the Participant Contribution.

17. **Subscriber agreements.** Firm Participant shall ensure that each Subscriber who will have access to the IRMLS System or IRMLS Database, enters into a Subscriber agreement with IRMLS. Firm Participant is liable to IRMLS and/or Association for all fees due under each Subscriber agreement.

18. **Subscriber supervision.** Firm Participant shall ensure that all Subscribers comply at all times with the IRMLS Policies, Association Policies, and with applicable laws. Firm Participant is liable for any Subscriber's breach of any agreement between the Subscriber and IRMLS relating to the IRMLS Service or violation of any of the IRMLS Policies or Association Policies as if Firm Participant had committed it.

19. **List of Subscribers.** Firm Participant shall ensure IRMLS and Association has a current list of all of Subscribers; Firm Participant shall inform Association in writing of any change in the Subscribers within 24 hours of the change.

20. **Accurate information.** Firm Participant warrants that the Subscribers have used and will use reasonable care to ascertain the accuracy of the Participant Contribution and its compliance with all laws. Firm Participant shall ensure that any changes to the Participant Contribution are made on the IRMLS System within such time as IRMLS shall provide in the IRMLS Policies and/or Association Policies. Pursuant to the IRMLS Policies and/or Association Policies, Firm Participant shall provide to IRMLS or Association all documentation IRMLS or Association requests of Firm Participant to ascertain Firm Participant's compliance with this Agreement.

INTELLECTUAL PROPERTY.

21. **Election regarding copyrights in Participant Contributions.** Firm Participant must elect from the following options. If no election is indicated, or if both options are checked, then Participant is deemed to have selected Option II.

☐ OPTION I

(a) **Assignment from Participant.** Firm Participant hereby unconditionally assigns to IRMLS all right, title and interest in the Participant Contribution, including, without limitation, any copyrights therein under U.S. and international copyright law; Firm Participant warrants that it has the authority to make this assignment. Firm Participant acknowledges that once it has made the election agreeing to this section, all copyrights in all portions of the Participant Contribution, whether submitted prior to or after executing this Agreement, shall irrevocably vest in IRMLS.

(b) **IRMLS Obligations.** IRMLS hereby grants to Firm Participant a non-exclusive, perpetual, world-wide, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution and those portions of the IRMLS Database relating to Firm Participant's listings. IRMLS shall make quarterly registrations of the IRMLS's copyrights in the IRMLS Database; IRMLS shall employ reasonable efforts to detect and hinder third parties using the Participant Contribution without Firm Participant's permission.

☐ OPTION II

(a) **License from Participant.** Firm Participant hereby grants to IRMLS a non-exclusive, perpetual, world-wide, transferable, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant

Contribution. Firm Participant warrants that it has the authority to grant this license.

(b) **IRMLS has no obligations to protect.** Firm Participant acknowledges that: (i) IRMLS makes no grant of license or assignment to Firm Participant of any rights in the IRMLS Database except as set forth in paragraph 22; (ii) IRMLS will make no effort to register the copyrights in the Participant Contribution, and Firm Participant will be responsible for all costs and efforts associated with registration; (iii) timely copyright registration is a prerequisite to suing a copyright infringer, and is necessary in order to obtain certain remedies available under the U.S. Copyright Act; (iv) **IRMLS will employ no efforts whatsoever to detect or hinder third parties using the Participant Contribution without Firm Participant's permission**; (v) IRMLS will make no effort to secure for Firm Participant the right to use copyright works created by Subscribers or third parties.

22. **Other provisions.** Pursuant to the IRMLS Policies, the PCC shall be a work made for hire by Participant and Subscribers for the benefit of IRMLS, which shall be deemed the PCC's author for purposes of copyright law. IRMLS hereby grants Firm Participant a personal, non-exclusive, non-transferable, and royalty-free license during the term of this Agreement to use the IRMLS Software and the IRMLS Database (excluding the Participant Contribution) (collectively, the "Licensed Materials"), only to the extent expressly permitted by this Agreement and the IRMLS Policies and only to deliver real estate brokerage or appraisal services to Firm Participant's bona fide customers. All uses of the Licensed Materials not expressly authorized in this Agreement and the IRMLS Policies are prohibited. Title to the Licensed Materials remains at all times in IRMLS and shall not pass to Firm Participant.

23. **Further Participant warranty.** Firm Participant warrants that (a) the Participant Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Firm Participant has the written consent of any party necessary to provide the Participant Contribution to IRMLS.

24. **Limitations on use by IRMLS.** IRMLS agrees during the term of this Agreement not to license or distribute the Participant Contribution to any third party that is not a real estate brokerage or appraisal subscriber to the IRMLS Service if Firm Participant has indicated in writing its desire to withhold the Participant Contribution from such third party after IRMLS has provided notice of its intention to provide the Participant Contribution to the third party. For purposes of the previous sentence, brokers participating in any MLS in a data sharing relationship with IRMLS that includes an offer of interbroker compensation are subscribers to the IRMLS Service.

FEES AND PAYMENT TERMS.

25. **Applicable fees.** No fees are due directly to IRMLS hereunder. Association is solely responsible for establishing the fees it charges for access to the IRMLS Service and for determining the means of collecting those fees. IRMLS does not control or fix the fees that brokers and salespersons pay to Association (or other REALTOR® associations) for access to IRMLS Service.

26. **Payment terms.** Firm Participant agrees to pay all applicable fees to Association when they come due according to Association's policies. Association may revise its schedule of fees at its sole discretion at any time, subject to its own policies. Association may suspend services to Firm Participant, Subscribers, and their employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers) for failure to pay according to Association's policies.

27. **No refunds.** Association or IRMLS need not refund or pro-rate fees in the event of termination or suspension of this Agreement unless the IRMLS Policies and/or Association Policies provide otherwise. Initiation fees, if any, are not refundable.

28. **Taxes.** All fees for the IRMLS Service are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, Association and Firm Participant shall pay all such taxes and levies other than any tax or levy on the net income of IRMLS.

29. **Fines.** IRMLS and/or Association may collect fines from Firm Participant and from Individual Participants for violation of the IRMLS Policies or Association Policies by Firm Participant, Individual Participant and Subscribers. Payment terms for fines are set out in the IRMLS Policies or Association Policies. IRMLS and/or Association may amend its schedule of fines and terms for collecting them at its sole discretion at any time.

TERM AND TERMINATION.

30. **Term.** This Agreement shall commence upon the Effective Date set forth below and shall continue thereafter on a month-to-month basis until terminated.

31. **Termination for breach.** Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. Any such termination shall become effective upon the expiration of three days after written notice to the breaching party and Association if the breach or nonperformance has not then been remedied.

32. **Termination for breach of policies.** Paragraph 31 notwithstanding, IRMLS may terminate this Agreement if Firm Participant fails to comply with the IRMLS Policies or Association Policies; if Firm Participant violates or is alleged to have violated the IRMLS Policies or Association Policies, this Agreement shall not be terminated in accordance with the terms of this section until any hearing or appeal rights of Firm Participant have expired as provided in the IRMLS Policies and/or Association Policies. If in IRMLS's judgment, however, a violation or alleged violation of the IRMLS Policies or Association Policies is resulting in a continuing harm to IRMLS or Other Participants or Subscribers, IRMLS may suspend Firm Participant's access to the IRMLS Database during the pendency of any hearing or appeal.

33. **Termination for failure to pay.** In the event Firm Participant fails to pay Association any fees required under this Agreement, IRMLS may terminate service without being subject to arbitration. In its sole discretion, IRMLS may suspend its performance under this Agreement rather than terminating it, in the event that Firm Participant fails to pay any fees required under this Agreement.

34. **Termination for convenience.** Either party may terminate this Agreement with or without cause, upon thirty days' written notice to the other party and Association.

35. **Events upon termination.** Promptly upon any termination or expiration of this Agreement, (a) IRMLS or Association shall deactivate Firm Participant's and Individual Participants' user ID and password, and Firm Participant and Individual Participants shall have no further access to the IRMLS Service; (b) Firm Participant shall purge all copies of the IRMLS Software and the IRMLS Database (except the Participant Contribution) from Firm Participant's personal computers, and shall cause Individual Participants and Subscribers to do the same; and (c) all licenses granted hereunder, except the license to the Participant Contribution in Paragraph 21 Option I(b) and Paragraph 21 Option II(a), if any, shall immediately terminate.

36. **Effect on Subscribers.** In the event of any termination or suspension of this Agreement, upon IRMLS notice to Subscriber, IRMLS may in its sole discretion suspend Subscriber access to IRMLS System or terminate Subscriber license and access agreements. If IRMLS does not exercise its right to suspend Subscriber access to the IRMLS System or terminate Subscriber license and access agreements, the Subscriber license and access agreement shall continue in force with the intellectual property option selected by Firm Participant in the terminated agreement.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION.

37. **DISCLAIMER OF WARRANTIES.** IRMLS PROVIDES THE IRMLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE IRMLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE IRMLS SERVICE ARE AT THE SOLE RISK OF FIRM PARTICIPANT. THE IRMLS AFFILIATES DO NOT WARRANT THAT THE IRMLS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE IRMLS AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE IRMLS SERVICE. THE IRMLS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE IRMLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE IRMLS SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The IRMLS Service may contain hyperlinks to web sites operated by parties other than IRMLS; IRMLS does not control such web sites, is not responsible for their contents, does not endorse the sites or contents, and may have no relationship with the sites' operators.

38. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** NONE OF THE IRMLS AFFILIATES SHALL BE LIABLE TO FIRM PARTICIPANT OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE IRMLS SERVICE, INCLUDING RELIANCE BY ANY SUBSCRIBER ON ANY INFORMATION OBTAINED THROUGH USE OF THE IRMLS SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN DATA CONNECTIONS TO THE IRMLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, DATA CONNECTION FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE IRMLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

39. **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL IRMLS BE LIABLE TO FIRM PARTICIPANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT HAS PAID IRMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100.

40. **Indemnification.** Firm Participant shall defend, indemnify and hold the IRMLS Affiliates and Other Participants and Subscribers harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the IRMLS Affiliates or Other Participants and Subscribers arising from any acts of Subscribers, including (a) putting inaccurate information into the IRMLS Service; (b) making unauthorized use of Subscriber's password; (c) making unauthorized use of the IRMLS Database; (d) infringing any proprietary or contract right of any third party; (e) breaching any warranty under this Agreement; and (f) violating this or any other Agreement or any law.

41. **Acknowledgment.** Firm Participant acknowledges that IRMLS and/or Association have set their fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

DISPUTES AND REMEDIES.

42. **Injunctive relief.** Firm Participant acknowledges and agrees that the IRMLS Software and IRMLS Database are confidential and proprietary products of IRMLS and that in the event there is an unauthorized disclosure of them by Firm Participant, no remedy at law will be adequate. Firm

Participant therefore agrees that in the event of such unauthorized disclosure of IRMLS Software or IRMLS Database, IRMLS may obtain injunctive relief or other equitable remedies against Participant in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

43. **Dispute resolution.** In the event IRMLS claims that Firm Participant has violated the IRMLS Policies and/or Association Policies, IRMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the IRMLS Policies and/or Association Policies, provided IRMLS does not also base a claim that Firm Participant has breached this Agreement on the same facts. Except as provided in this paragraph and in Paragraph 33, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, including the Expedited Procedures where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and the Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in Tippecanoe County, Indiana, except that it may be held by telephone where the Arbitration Rules expressly so permit. Firm Participant agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in Tippecanoe County, Indiana.

44. **Liquidated damages.** Firm Participant acknowledges that damages suffered by IRMLS from access to the IRMLS Service by an unauthorized third party as a result of disclosure of Firm Participant's password or an unauthorized disclosure by Firm Participant of the IRMLS Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to IRMLS to enter into this Agreement with Firm Participant, Firm Participant agrees that (a) in the event that any disclosure of Firm Participant's or Individual Participants' password results in access to the IRMLS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Firm Participant shall be liable to IRMLS for liquidated damages in the amount of \$5,000 (or the amount established in the IRMLS Policies and/or Association Policies, whichever is greater) and termination of this Agreement; and (b) in the event that Firm Participant makes unauthorized disclosure of any portion of the IRMLS Database to any third party, Firm Participant shall be liable for liquidated damages in the amount of \$5,000 (or the amount established in the IRMLS Policies and/or Association Policies, whichever is greater) for each real estate listing disclosed and termination of this Agreement.

45. **Legal fees.** In the event of legal action or arbitration between IRMLS and Firm Participant, or IRMLS and any Subscriber, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration. If IRMLS is the prevailing party in an action against a Subscriber, Firm Participant shall be obligated to pay these costs on the Subscriber's behalf.

MISCELLANEOUS.

46. **No third-party beneficiaries.** This Agreement is entered into solely between, and may be enforced only by IRMLS and Firm Participant, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party. The foregoing notwithstanding, Association is a third-party beneficiary of this Agreement and the parties agree that Association may enforce those covenants herein of which Association is beneficiary.

47. **Interpretation and amendment.** Firm Participant expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). IRMLS may amend this agreement

by providing 30 days' advance notice of the amendment to Firm Participant. If Firm Participant or any Subscriber continues to use the IRMLS Service or IRMLS Database after the expiration of the 30-day notice period, Firm Participant will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

48. **Assignment.** Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Firm Participant. Any purported assignment in contravention of this section is null and void.

49. **Integration and severability.** This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. The foregoing notwithstanding, if any provision of Paragraphs 37 through 41 is declared invalid or unenforceable by any court of competent jurisdiction, this

Agreement and Firm Participant's access to the IRMLS Service shall immediately terminate.

50. **Governing law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana applicable to contacts made and performed in Indiana, without regard to its conflicts of law and choice of law provisions.

51. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

Having read this Agreement, the parties express their will to be bound by its terms by setting their signatures below.

Indiana Regional MLS LLC

Firm Participant

Carrie J. Kendall, General Manager
Signature

Firm Participant name

Carrie J. Kendall, General Manager
Print name

Signature of principal

June 22, 2018
Effective Date

Print name of principal

INDIANA REGIONAL MLS LLC.
PARTICIPANT/SUBSCRIBER AGREEMENT FAQ
May 2, 2018

Question: Is the intent to create a direct membership with IRMLS or does the Participant's membership remain with the local?

[The Participant's membership remains with its local association.](#)

[The Participant is a member of local MLS/association but is a participant in the IRMLS service. IRMLS *does not* directly vend services to brokers. MLS services are vended to local MLS/associations and the local vends services to their brokers.](#)

Question: The agreement defines "Association" as the local boards but boards are also shareholders so are boards IRMLS Affiliates also? If so, when the document reads IRMLS does that also mean Association?

["IRMLS Affiliates" means the IRMLS entity, which also means its officers, directors, employees, agents, representative, licensors , and shareholders.](#)

Editorial control: This reads that IRMLS may remove Participant's listings from the system and the metadata without notice. Is this correct? Should "after appropriate notice" be added?

[IRMLS needs the flexibility to be able to remove data from the system without providing advanced notice. For example, if an agent uploaded an infringing photo into the MLS system, IRMLS would want the ability to be able to immediately remove the photo. The provision with regards to metadata addresses something that may automatically happen when data is uploaded into the system; the metadata may be altered via the upload. It would be administratively burdensome and probably not feasible for IRMLS to provide notice of such changes that occur in the system.](#)

Saved information – This paragraph basically reads that saved information may become available to unauthorized persons...and IRMLS is not liable. What does this mean?

[This paragraph is stating that Saved Information, such as saved searches, client prospect information, or other information may be unavailable. So, for example, if the MLS system failed to properly save a saved search, then IRMLS isn't liable to the broker for that failure \(note in IRMLS's MLS system vendor contract there are provisions to allow for backups and data recovery, but there's always a risk of data loss\). The second part of this paragraph regarding unauthorized access is also intended to limit IRMLS's liability to the participant; while IRMLS uses commercially reasonable efforts to protect information from unauthorized access, it cannot guarantee that there will never be access to it by unauthorized third parties.](#)

Firm participation is an appraisal firm - Certain information in the MLs data base may be withheld, including active listings from Firm Participant and individual participant as per IRMLS policies.

What is the intent of this paragraph? If the appraiser is defined as a Participant, wouldn't they be entitled to full access to the MLS database? What policies would apply and why would IRMLS withhold active listing data from Participants of the MLS?

[The intent of this paragraph is to note that there are certain aspects of the IRMLS service that may not be applicable to an appraiser participant. For example, appraisers are not permitted to have IDX websites, IDX is a program specifically for brokers.](#)

Subscriber agreement – reads the Participant is liable for any subscriber fees due to IRMLS.

Question: The Associations or their MLS's collect the fees. Should this not read "Associations and/or IRMLS"?

[Yes, the language as drafted states, "Firm Participant is liable to IRMLS **and/or Association** for all fees due under each Subscriber agreement."](#)

Subscriber supervision – Participant shall ensure that subscribers comply with all IRMLS policies and applicable laws.

Question: Should this not say comply with IRMLS/Association policies?

Yes, revised to include “Association Policies.”

Question: How will IRMLS track who has chosen Option 1 and Option 2. It says IRMLS will NOT protect the data of Participants choosing Option 2 but how is it possible to remove that data from a database protection? Does IRMLS have to keep a list and track the listing associated with each Participant Firm that chose Option 2?

IRMLS will need to track which brokers have selected Option 1 and which brokers have selected Option 2 (and also which subscribers are associated with each broker to know what their corresponding selection is). The tracking is really a business operations decision for IRMLS. It can be as simple as a spreadsheet, or more complex and integrated into the MLS system of some other member management system. Each quarter when our firm prepares the copyright application for IRMLS, we will ask IRMLS to provide information related to Options 1 and 2 and the brokers that selected those options. We use that information to complete the copyright application filing.

IRMLS currently files a copyright application for its database compilation. The compilation is the selection, coordination, and arrangement of the elements in the MLS database. Once the Participant and Subscriber agreements are implemented, we can expand IRMLS’s copyright application to also include the underlying data elements (photos and original text (such as remarks)) as well as the compilation copyright for those brokers that select Option 1.

Limitations of use by IRMLS. IRMLS agrees not to license or distribute Participant contribution to any third party that is not a real estate brokerage or appraisal subscriber. If Participant has indicated in writing its desire to withhold participants contribution from such 3rd party after IRMLS has provided notice.

Q: This says IRMLS won’t provide data to any 3rd party that is not a real estate or appraisal firm

This language is meant to be consistent with current NAR policy. MLS may use MLS data for the purposes of MLS as defined under NAR policy (see NAR Policy Statement 7.85). For all other uses, brokers should be provided with an opt-in or opt-out choice. So, if data was going to be sent to a portal website, a broker should have the option to opt-out of the data feed. For products that align with the defined purpose of MLS (i.e. IDX vendors, analytics products, etc.) there is no need for an opt-in/opt-out choice. I would not recommend changing the language in this section.

No refunds: IRMLS NEED NOT REFUND OR PRO=rate.... shouldn’t we add Association/IRMLS.

Added Association to this provision.

Termination for breach of IRMLS Policies...this allows IRMLS to terminate access for breach of policies but not the association. It also does not require notice....

See revisions that now include Association Policies. This paragraph states that if a broker violates the IRMLS Policies or Association Policies, then the Agreement may be terminated, however such termination *cannot* occur until after the hearing or appeal as described in the rules takes place. So, there is notice that is required as well as the hearing and/or appeal procedures. Since enforcement of rules is handled a local level, the hearing and appeal process occurs there.

Termination for convenience. Either party may terminate this agreement with or without cause upon 30 days written notice

Q: What is the intent of this?

The intent of this paragraph is to allow the participant to discontinue MLS service at any time. Since the agreement runs on a month to month basis (see §30), participant would need to provide 30 days’ notice to the Association and IRMLS. NAR policy permits participants to discontinue service by providing notice of their intent and this provision enables that. The local associations are not a party to this agreement, but instead are a third-party beneficiary (see comments below on item 46), so no changes are needed to the language here.

Q.Does this agreement take the place at the local Participant application?

That's really up to each local association. Sometimes the local participant applications include different information than what is addressed in this agreement, for example your local association application may have the fees and payment terms included. The two agreements could be used in conjunction with one another provided there aren't any conflicts.

Q. The agreement refers to IRMLS policies many times. Where can I find the IRMLS policies that are referenced?

IRMLS maintains the "Rules and Regulations of the Indiana Regional Multiple Listing Service." These MLS rules are the main bulk of the IRMLS Policies, but there may be other operating policies in place as well.

Q.Will locals include a hard copy of the Participant and Subscriber agreement along with the local application?

The Subscriber Agreement is planned to be implemented either on the Clarity Dashboard or at the MLS system log-in. Each individual that logs into the system will need to agree to the Subscriber Agreement before they will be allowed system access. The Participant Agreement could be implemented via hardcopy or it could be implemented via e-signature software, so long as the participant can make the election between Option 1 and Option 2. The implementation of Participant Agreements should be discussed between IRMLS and the local associations/MLSs to figure out the best process.

Q. What fees from IRMLS? Is that IDX?

This provision covers fees charged by IRMLS and/or the local association. My understanding is that IRMLS only assesses fees to brokers for IDX. All other fees and charges are assessed at the local association level.

Q. Can IRMLS terminate a Shareholders member from the MLS?

In this instance, if a broker failed to pay IRMLS could terminate the MLS service provided to that individual broker. Since fees are administered at the local association level, the local association would need to inform IRMLS that the broker was delinquent for fees and they should no longer receive MLS service.

Q. Can IRMLS terminate a Shareholders service?

A defined specific procedure must be followed by either party. This section pertains to dispute resolution and describes the mechanisms for resolving a claim. In summary, rule violations (at the IRMLS or local association level) can be resolved via the dispute resolution procedures in the MLS rules. All other complaints will be handled through arbitration via the American Arbitration Association. The IRMLS Operating Agreement also defines the above.

Q. What does beneficiary of mean for a shareholder?

Each local association is a third-party beneficiary to the agreement. This means that while the association is not a party to the agreement itself, it can still enforce the agreement.

IF YOU NEED A COPY OF THIS SUB-LEASE/LICENSE FOR YOUR RECORDS, PLEASE MAKE A COPY.
ALL ATTACHMENTS ARE PART OF THIS SUB-LEASE/LICENSE. READ THEM BEFORE SIGNING.

Sub-Lease/License Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into by and between the Organization and Keyholder shown on page 4 of this Agreement on the date set forth therein.

Keyholder and Organization agree as follows:

1. LEASE AND LICENSE

a. **XpressKEY.** If selected, Organization leases to Keyholder, and Keyholder leases from Organization, the XpressKEY (the "XpressKEY") (which may be new or refurbished). The equipment and software incorporated in the XpressKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property-showing data.

b. **eKEY Professional or Basic Software.** If selected, Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Professional or Basic Software (the "eKEY"). The eKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.

c. **iBox BT LE.** If applicable, Organization leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes").

d. **Network.** Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. ("Supra"), which is necessary for the use and operation of the XpressKEY or eKEY (collectively, "Key") for the Term shown on page 4 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra (the "Software") for the Term.

2. SERVICE

a. The Software, the equipment incorporated in the XpressKEYs and iBoxes (if applicable), (collectively, "Equipment"); Network; and KIM Database are collectively, "Service."

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement.** Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.

c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

3. TERM This Agreement shall commence on the date set forth in the signature block and have a term ("Term") until the date set forth on page 4, unless terminated earlier or extended pursuant to the provisions of this Agreement.

4. PAYMENTS

a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**

b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.

c. Organization reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

d. **EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND**

SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.

5. TITLE AND USE The Service, including all its components, and the Equipment (except iBoxes), are and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

6. RISK OF LOSS; RETURN OF EQUIPMENT

a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. The cost for replacing Equipment that is lost, damaged or destroyed and the damages to be paid by Keyholder for failing to return the Equipment upon termination of this Agreement is: **XpressKEY - \$249.00; XpressKEY screen - \$40.00.** Replacements may be refurbished Equipment.

b. At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all Equipment or components leased and licensed pursuant to this Agreement. All Equipment or components leased and licensed herein shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

7. REPRESENTATIONS AND COVENANTS Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against Organization and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or Supra in such proceeding.

b. **That neither Organization nor Supra shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.**

c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Organization and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

8. DEFAULT

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement: (i) Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or (ii) the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.

b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

9. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies: (i) terminate this Agreement and demand the return of any Equipment and Software to Organization; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct Supra to deactivate Keyholder's access to the Service or any component of the Service; (iv) bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or (v) take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment and Software to Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.

c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

10. ARBITRATION; LITIGATION Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Organization is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

11. NOTICES All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

12. TERMINATION

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

13. WARRANTY The Equipment and Software are warranted by Supra against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

14. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Equipment and use of the Service.

b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.

c. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

g. This Agreement shall be governed by the laws of the State in which Organization is located.

h. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

[CONTINUED ON FOLLOWING PAGE]

This is a legal document. Execution of this Agreement, including the preceding 3 pages in addition to this page, shall obligate the parties to perform as provided herein.

Sub-Lease/License Agreement – Page 4

Bloomington Multiple Listing Service, Inc.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth herein.

For Keyholder:

By: _____

Printed

Name: _____

Company: _____

Mailing

Address: _____

City, State,

& Zip Code: _____

Email

Address: _____

Phone

Number: _____

Date: _____

Agent ID: _____

For Organization:

By: _____

Title: _____

TERM OF AGREEMENT:

The term of this Agreement commences on the date set forth in the signature block and ends on **January 21, 2022** unless terminated earlier as provided in Section 12 of the Agreement.

LEASED AND LICENSED PRODUCT INFORMATION:

Returned Key Serial #: _____

New Key Serial #:

☐ XpressKEY: _____ or

☐ eKEY Basic Software: _____ or

☐ eKEY Professional Software: _____