



**NTREIS MLS DATA LICENSE AGREEMENT (Revised 2/08)**  
**(Only one agreement per authorized vendor is required)**

THIS MLS DATA LICENSE AGREEMENT including all Exhibits, Schedules, and Appendices (the "Agreement") is entered into effective as of \_\_\_\_\_, 200\_\_ ("Effective Date"), by and between **NORTH TEXAS REAL ESTATE INFORMATION SYSTEMS, INC.** ("Licensor"), a Texas corporation having its principal place of business at 1950 Stemmons Freeway, Suite 3018, Dallas, Texas 75207, and \_\_\_\_\_ ("Licensee"), a \_\_\_\_\_ corporation having its principal place of business with located at \_\_\_\_\_ . Licensor and Licensee are each individually referred to as a "Party" and jointly as the "Parties."

**RECITALS:**

A. Licensor owns and operates a Multiple Listing Service ("MLS") consisting of a database compilation relating to listings, sales, and leases of residential properties that are, or were, listed for sale or lease by real estate brokerage firms that are Participants in Licensor's MLS.

B. The purpose of Licensor's MLS is the orderly correlation and dissemination of listing information and other comparable and statistical data to the Participants of the MLS so that said Participants may better serve their clients and the public.

C. The selection, compilation and arrangement of MLS data and other data comprising the MLS database compilation is the proprietary, copyrighted property of Licensor, and all rights, title and interest in the selection, compilation and arrangement of listings information, comparable and statistical data and other information maintained in the MLS database compilation, including the copyrights therein, shall at all times remain vested in Licensor.

D. Licensor desires to grant a license to Licensee, and Licensee desires to accept a license from Licensor, to access certain real estate data maintained in Licensor's MLS database compilation as defined herein (the "Licensed Data") solely to generate, market, and sell the Product(s) as expressly defined in the attached Exhibit A and for no other purpose whatsoever.

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and mutual promises of the Parties hereto, including the above recitals, the Parties agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, the following definitions apply:

1.1 **"Confidential Information"** means any information, other than the Licensed Data, relating to or disclosed in the course of this Agreement by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), including technical processes, formulas, computer software, source codes, product designs, sales, costs, customer and Participant names and lists, and other unpublished financial information, product and business plans, projections and marketing data and all data identifying Licensor's Participants or Subscribers. "Confidential Information" shall not include information: (a) already lawfully known to or independently developed by the Receiving Party; (b) disclosed by the Disclosing Party and published in print, online, or electronic media; (c) generally known to the public; (d) lawfully obtained from any third party; and (e) required to be disclosed by law.

1.2 **"Customers"** or means  persons or entities authorized by Licensee to purchase or subscribe from Licensee the use of the Product, or  Participants (1.6), or  both (check applicable box).

1.3 **“Intellectual Property Rights”** means any patent, trademark, service mark, trade dress, logo, trade name, copyright, mask work, trade secret, confidential information, publicity and privacy rights, contract rights prohibiting the resale or redistribution of proprietary data, or other intangible property rights.

1.4 **“Licensed Data”** means digital images (photos) and the specific data fields of information contained in the NTREIS Customer Full Report. (See NTREIS Rules & Regulations, Section 17.02).

1.5 **“Multiple Listing Service” or “MLS”** means a facility or service through which Participants exchange among themselves information about parcels of real estate that the owners have currently listed for sale or lease with such Participants, or parcels of real estate that have been sold or leased by such Participants to their customers or clients.

1.6 **“Participants”** means licensed real estate brokers or salespersons, or licensed or certified appraisers, including Subscribers who are affiliated with associations or boards of REALTORS® which participate in the MLS operated by Licensor, who are permitted under the Rules of Licensor to access and utilize Licensed Data in the course of their real estate brokerage or real estate valuation business.

1.7 **“Product”** means the property or service described in Exhibit A which Licensee produces, generates, or makes available for sale, subscription, or otherwise to the Customers.

1.8 **“Software”** means computer software, source codes, and documentation, and any updates or revisions thereto, developed and owned by Licensee and exclusively installed on computer hardware owned or controlled by Licensee to which Customers may link via the Internet for the purpose of utilizing the Product or Licensed Data.

## 2. **TERM AND TERMINATION.**

The Initial Term of this Agreement is twelve (12) months commencing on the Effective Date and expiring twelve (12) months thereafter. The Initial Term will be automatically renewed for additional twelve (12) month terms (“Renewal Term”) unless one Party gives the other Party written notice of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or a Renewal Term, as applicable.

## 3. **NON-COMPETITION.**

Licensee shall not use (a) any Licensed Data to assemble or create data for use, directly or indirectly, in any other Multiple Listing Service or information system utilized by unlicensed consumers or licensed real estate persons, whether accessible through the Internet or otherwise or (b) any of the Licensor’s Confidential Information for any other purpose, product or service than the use granted specifically in Section 4 of this Agreement.

## 4. **LICENSE GRANT TO THE LICENSED DATA.**

Licensor grants to Licensee, and Licensee accepts from Licensor, a limited, non-exclusive, and non-transferable license to access and use the Licensed Data during the term of this Agreement for the sole purpose of producing and distributing the Product or making the Product available to the Customers (“License Grant”). Licensee shall not use, and Licensee shall prohibit Customers from using, the Licensed Data to engage in, or support (1) any activity for which a real estate brokerage or salesperson’s

license is required by law; (2) the conduct or operation of any Multiple Listing Service or real estate information system; or (3) the marketing of products or services directly to consumers. Subject to this License Grant, Licensor shall retain all ownership of and right, title and interest in all Intellectual Property Rights to the Licensed Data. Licensee shall not contest Licensor's claims of ownership in and to the Licensed Data, nor assist others in doing so. Licensee will cooperate with Licensor on reasonable terms and conditions in any efforts by Licensor to prohibit or enjoin any third party infringement of Licensor's Intellectual Property Rights in the copyrighted MLS database resulting from the use of the Licensed Data by Licensee or the Customers. Licensee shall acknowledge and identify Licensor's Intellectual Property Rights claims to the copyrighted MLS database on the page of Licensee's Web Site on which the Customers may access the Software using the acknowledgement language supplied by Licensor for such purpose. ***Licensee shall not sublicense, sell, re-sell, loan, swap, archive, give, or exchange the Licensed Data, nor shall it provide access to the Licensed Data, to any person or entity other than as expressly permitted herein.*** The License Grant set forth herein shall include the right of Licensee to reformat the information contained in the Licensed Data as deemed appropriate by Licensee so long as Licensee does not change or modify the content of the Licensed Data in any manner.

## 5. NO MODIFICATION OF LICENSED DATA.

Except as expressly set forth in this Agreement, Licensee shall neither modify nor create derivative works based upon the Licensed Data without the prior written consent of Licensor. If applicable, Licensee is authorized to make modifications to the Licensed Data in order to standardize addresses, geo-code the data, or correct the tax account references used in the integration of the Licensed Data with other data sets. Any modification to, or derivative work based upon, the Licensed Data made by Licensee shall remain the sole and exclusive property of Licensor.

## 6. LICENSE FEE.

6.1 In consideration for the License Grant of the Licensed Data to Licensee, Licensee shall pay the fees applicable to Licensee as set forth in the attached Schedule A. With respect to Licensor those fees which are payable monthly by Licensee, payment must be received by Licensor on or before the fifth (5<sup>th</sup>) day of each calendar month. Licensor may, but is not obligated to, give notice to Licensee of any failure to pay timely the monthly fees. If a monthly fee is not paid by the sixth (6<sup>th</sup>) day of the month that such fee is due, such failure will be a material breach of this Agreement and entitle Licensor to take appropriate action as provided in this Agreement including disabling the data feed to Licensee.

6.2 On a quarterly basis, Licensee shall furnish Licensor with the names of all Customers being serviced by Licensee. In the event Licensee fails to report completely the names of all such Customers, then in that event, on a retroactive basis, Licensor shall charge Licensee for each unreported Customer and Licensee shall be liable for payment of the fees for such unreported Customers at a rate equal to 200% of the normal billing rate.

6.3 In the event Licensor disables the data feed to Licensee as a result of a default by Licensee, and upon a subsequent request by Licensee to reinstate the data feed, **Licensee shall pay Licensor a reconnection fee in the amount of \$50** to cover all of the administrative and other expenses of Licensor caused by such default.

## 7. CONFIDENTIALITY.

7.1 Each Party acknowledges that Confidential Information may be disclosed to the other Party during the course of this Agreement. Each Party agrees to take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information (but in no event less

than due care), at all times that a Party's Confidential Information is in the possession of the other Party to prevent the duplication or disclosure of Confidential Information, other than by or to its officers, directors, employees, attorneys, accountants, or agents, and the employees and agents of its subsidiaries or parents or authorized subcontractors who must have access to the Confidential Information to perform such Party's obligations hereunder.

7.2 Except as provided herein, the Parties acknowledge that such Confidential Information shall not include the existence of this Agreement; provided, however, that the specific terms of this Agreement are included in the Confidential Information.

7.3 Upon termination of this Agreement, the Receiving Party shall, upon written request from the Disclosing Party, return all Confidential Information, including all copies thereof, in such Party's possession, in whatever form, to the Disclosing Party.

7.4 Each Party acknowledges that unauthorized use, misappropriation or disclosure of the Confidential Information, as described in this Section, would cause irreparable harm to the other Party. Remedies at law being inadequate, the foregoing provisions may be enforced by temporary or permanent injunctive relief, and the non-prevailing Party waives any claim to a security bond from the prevailing Party.

## 8. REPRESENTATIONS AND WARRANTIES.

8.1 **By Licensee.** Licensee represents and warrants to Licensor that (i) it has all right, power and authority to enter into and perform its obligations set forth in this Agreement in accordance with its terms; (ii) that Licensee possesses all authority necessary to accept the License Grant from Licensor for the purposes stated herein; and (iii) that the person executing this Agreement on behalf of Licensee has been authorized to do so by all requisite corporate authority. Licensee acknowledges and agrees that the restrictions on its use of the Licensed Data set forth in this Agreement are reasonable.

8.2 **Compliance with RESPA.** If applicable, Licensee and Advertisers featured on Licensee's web sites have contractually agreed to comply with all applicable federal and state laws, including the Real Estate Settlement Procedures Act, which among other things prohibits the payment or receipt by any party (including lenders, real estate licensees and others) of fees for the referral of settlement service business, including real estate brokerage services.

8.3 **By Licensor.** Licensor represents and warrants to Licensee that (i) it has all right, power and authority to enter into and perform its obligations set forth in this Agreement; (ii) it has the right to make the License Grant to Licensee of the Licensed Data for the purposes stated herein, (iii) it has all necessary authority and right to provide the Licensed Data to Licensee for the purposes contemplated by this Agreement; and (iv) that the person executing this Agreement on behalf of Licensor has been authorized to do so by all requisite corporate authority.

## 9. LIMITATION OF LIABILITY; DISCLAIMER; INDEMNIFICATION.

9.1 **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL LICENSOR HAVE ANY OBLIGATION OR LIABILITY TO LICENSEE FOR ANY CLAIM, INJURY, OR DAMAGE RELATING TO, ARISING OUT OF, OR RESULTING FROM THE INACCURACY OF THE LICENSED DATA. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR

PUNITIIVE DAMAGES INCURRED BY THE OTHER PARTY, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE.

9.2 **Other Parties.** Licensee will include provisions consistent with those set forth in Section 9.1 in any written agreement between Licensee and a Customer pursuant to which Licensee allows the Customer to use the Product.

9.3 **Limitation of Remedy.** Except for the parties' obligations in Section 9.5, Licensor's total liability and Licensee's exclusive remedy under or related to this Agreement shall be limited to general monetary damages in an amount not exceeding the total amounts paid by Licensee to Licensor during the current term of the Agreement. Additionally, any action arising under this Agreement or because of its breach must be commenced within one (1) year after the cause of action accrues. Because of the unique and proprietary nature of the Licensed Data and the Software, in any suit by a party seeking injunctive relief in the event of default or breach by the other party, the plaintiff need not prove that its remedies at law are inadequate.

9.4 **Disclaimer by Licensor.** OTHER THAN THE WARRANTIES MADE IN SECTION 8.3, LICENSOR DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE LICENSED DATA, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR EXPRESSLY DISCLAIMS AND DOES NOT GUARANTEE THE ACCURACY OR RELIABILITY OF THE LICENSED DATA.

9.5 **Indemnification.** Licensee agrees to protect, defend, indemnify and hold harmless licensor and its directors, officers, employees, agents, representatives, participants, and permitted assigns from and against any losses, claims, damages or suits, including reasonable attorneys' fees at all levels of litigation, and litigation expenses, arising from any claims of third parties arising out of, or related to, such third parties' use of the Product. Licensor will defend, indemnify and hold harmless Licensee and Licensee's employees, agent's, officers, directors, subsidiaries, parents, and permitted assigns from any losses, claims, damages, or suits, including reasonable attorneys' fees at all levels of litigation, and litigation expenses, arising from any claim by a third party that Licensor's License Grant hereunder violates a third party's proprietary or intellectual property rights.

9.6 **Liquidated Damages.** In addition to other relief which Licensor may be entitled at law or in equity, or as set forth in this Agreement, Licensee agrees to pay Licensor liquidated damages in the amount of \$500.00 per day for each day Licensee violates or breaches the terms of this Agreement. Liquidated Damages will begin on the day Licensor gives written notice to Licensee of said violation or breach. Without prejudice to any other rights of Licensor, if Licensee violates or breaches any term or provision of this agreement, Licensor shall be authorized to discontinue submitting Licensed Data to Licensee and to cut off immediately any further access to the MLS database until such time as Licensor is satisfied that no further breach or violation will occur.

## 10. TERMINATION FOR BREACH.

*Either Party may terminate this Agreement in the event of a material breach by the other Party that remains uncured after ten (10) days' written notice thereof.* Either Party may terminate this Agreement immediately in the event that the other Party submits in writing its inability to, or fails generally, or is generally unable to pay its debts as such debts become due, or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking reorganization, to effect a plan or other arrangement with creditors or any other relief under the Federal Bankruptcy Code or under any other state or federal law relating to bankruptcy or reorganization granting relief to debtors, or

files an answer admitting the jurisdiction of the court and the material allegations of any involuntary petition filed against the Party. The Parties agree that this Agreement is an “executory” contract for the licensing of intellectual property under Section 365 (n) of the United States Bankruptcy Code, 11 U.S.C. 365 (n).

*The data feed may be disabled without prior notice by NTREIS if Licensee fails to provide a customer list on a quarterly basis as requested. Further, the data feed may be disabled by NTREIS without prior notice if Licensee fails to pay fees as set forth in this agreement.* See Section 6.2 & 6.3.

#### **11. CONSEQUENCES OF TERMINATION OR EXPIRATION.**

Upon the termination or expiration of this Agreement for any reason: (a) Licensee’s license to use the Licensed Data shall terminate; (b) Licensee shall promptly cease all use of the Licensed Data; (c) Licensee shall promptly prepare an accounting of all sums (if any) due to Licensor and shall pay the same within thirty (30) days of the date of termination; (d) Licensee shall return or cause to be returned to Licensor, or pursuant to Licensor’s written instructions, destroy all copies of the Licensed Data, together with all excerpts of or extracts from said Licensed Data, in Licensee’s possession or control along with all reference material, and supporting documentation furnished to Licensee by Licensor; and (e) Licensor’s rights to link to the Software shall terminate.

#### **12. APPLICABLE LAW; VENUE; ATTORNEYS’ FEES.**

12.1. **Applicable Law.** This Agreement has been entered into in the State of Texas and all matters or issues relating in any way thereto shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts entered into and performed entirely within the State.

12.2. **Venue.** Any litigation related to this Agreement must be brought in a court of competent jurisdiction located in Dallas, Dallas County, Texas.

12.3 **Attorneys’ Fees.** The prevailing Party in any suit involving this Agreement shall be entitled to an award of its reasonable attorneys’ fees and litigation costs in prosecuting or defending such action at all levels of litigation, whether at trial or on appeal.

#### **13. ASSIGNMENT.**

Neither this Agreement nor any right or obligation arising hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party and any such purported assignment shall be null and void and shall be deemed to be a breach of this Agreement; provided that, with the consent of Licensor, which consent will not be unreasonably withheld, and upon prior written notice to Licensor, Licensee may assign this Agreement to one of its subsidiaries, however, Licensee will not be released or relieved of its obligations set forth in this Agreement. Licensor may assign this Agreement to any wholly-owned subsidiary or parent of Licensor, or pursuant to a merger among Licensor and one or more other entities, or the sale of all, or substantially all, of the assets of Licensor or of a parent or subsidiary of Licensor, without the prior written consent of Licensee. In the event of a permitted assignment as provided herein, notice of such assignment will be provided to the other Party and the assignee must agree in writing to be bound by all terms of this Agreement.

#### **14. SUCCESSORS AND ASSIGNS.**

Subject to Section 13, this Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns.

15. **COMPLETE AGREEMENT.**

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, communications or agreements, whether written or oral, regarding such subject matter.

16. **AMENDMENT.**

This Agreement may not be amended or modified in any manner, except by a written instrument signed by the Parties hereto.

17. **NOTICE.**

All notices, consents and approvals required or permitted under this Agreement must be in writing and delivered in person, or by first class or express mail or nationally recognized overnight courier with receipt of delivery, or by facsimile or email, addressed as follows:

**If to Licensor:** John Holley  
Chief Executive Officer  
North Texas Real Estate Information Systems, Inc.  
1950 Stemmons Freeway, Suite 3018  
Dallas, Texas 75207  
214-800-8425 (fax)  
johnh@ntreis.net

With a copy to: Jerome L. Prager, Esq.  
Prager & Miller, P.C.  
14911 Quorum Dr./Suite 320  
Dallas, TX 75254  
972-661-9859 (fax)  
jprager@prager-miller.com

**If to Licensee:** Licensee \_\_\_\_\_  
Attention: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Either Party may change its address or addressee for the purposes of this Section 17 by notice. Notice given in accordance with this Section 17 shall be deemed given when received.

18. **WAIVER.**

No waiver by either Party of any breach or default by the other Party will be deemed a waiver of any other breach or default.

19. **SEVERABILITY.**

If any term or other provision of this Agreement is held by a court to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either Party. Upon such determination that any term or other provisions is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the fullest extent possible.

**20. INTERPRETATION OF AGREEMENT.**

When a reference is made in this Agreement to a section, such reference shall be to the section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

**21. SURVIVAL.**

The provisions of Sections 1, 3, 5, 6, 7, 8 through 21, and 23-29, shall survive the expiration or termination of this Agreement for any reason.

**22. COPYRIGHT NOTICE.**

Licensee shall publish the following copyright notice on every Report in which the Licensed Data is displayed:

**©[CURRENT YEAR] NORTH TEXAS REAL ESTATE INFORMATION SYSTEMS, INC. ALL RIGHTS RESERVED. CERTAIN INFORMATION CONTAINED HEREIN IS DERIVED FROM INFORMATION WHICH IS THE LICENSED PROPERTY OF, AND COPYRIGHTED BY, NORTH TEXAS REAL ESTATE INFORMATION SYSTEMS, INC.**

**23. RELATION OF PARTIES.**

Each Party's relationship to the other Party is that of an independent contractor. The Parties are not partners or joint ventures with one another, and do not intend to form a partnership or joint venture.

**24. FORCE MAJEURE.**

Neither Party shall be deemed to be in default of any provision of this Agreement or for failure in performance, resulting from acts or events beyond the reasonable control of such Party and arising without its fault or negligence; provided that prompt written notice of any such act or event is given to the other Party. Such acts include acts of God, civil or military authority, interruption of electric or telecommunication services, civil disturbances, war, acts of terrorism, strikes, fires, floods or other catastrophes. If for any of the reasons set forth above either Party is unable to perform any obligation when due such Party shall immediately notify the other Party of such inability and of the period over which such inability is expected to continue. Affected obligations of the Parties shall be temporarily suspended during the period of *force majeure* and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period; provided, however, that if the delay continues

for a period of sixty (60) calendar days or more, the Party receiving notification of the inability may terminate this Agreement by written notice to the other Party.

**25. DULY AUTHORIZED SIGNATORIES.**

Each Party represents and warrants that the person whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

**26. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by both Parties and delivered to the other Party.

**27. FURTHER COOPERATION.**

Each Party hereto agrees to cooperate with the other, at such other Party's request and at such other Party's expense, to execute any and all documents or instruments, or to obtain any consents, in order to assign, transfer, perfect, maintain, enforce or otherwise carry out the intent of the terms of this Agreement.

**28. TAXES.**

In addition to the fees payable to Licensor pursuant to Section 6, Licensee shall pay all applicable taxes (excluding those based upon Licensor's net income or assets), fees and assessments now or hereafter imposed by any governmental authority with respect to the use by Licensee of the Licensed Data.

**29. PUBLICITY.**

The Parties agree that any press releases issued by a Party relating to this Agreement will be publicly disseminated only after prior review and written approval by the other Party.

**EXECUTED** at Dallas, Texas, as of the date first written above.

**NORTH TEXAS REAL ESTATE  
INFORMATION SYSTEMS, INC.,**  
a Texas corporation

**LICENSEE \_\_\_\_\_,**  
**INC., a \_\_\_\_\_ corporation**

By: \_\_\_\_\_  
Authorized NTREIS Representative

By: \_\_\_\_\_  
[Signature]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Schedule A**

**TO MLS DATA LICENSE AGREEMENT BETWEEN**

\_\_\_\_\_  
\_\_\_\_\_  
**(“LICENSEE”)AND  
NORTH TEXAS REAL ESTATE INFORMATION SYSTEMS, INC. (“LICENSOR”)**

**PRICING FOR DATA ACCESS and LICENSING**

*[Check applicable boxes]*

- I. Contractor/Vendor/Third Party Set up Fees:**
- A.** Vendor will be charged for Initial Set up in the amount of \$500. Vendor/Contractor/Third Party is responsible for monitoring their RETS access and should contact NTREIS when a problem is detected. NTREIS will not refund fees for an oversight in this policy by the Vendor/Contractor/Third Party.
  - B.** Requires at least one Addendum to Access Agreement signed by an active NTREIS MLS Participant.
  - C.** These fees apply to parties who are doing development work on a Broker’s existing web site, incorporating NTREIS data, and for which the Broker has submitted an Addendum to Access Agreement providing NTREIS authorization to give that contractor or third party access to NTREIS data.
  - D.** For contractors or third parties who need to access the NTREIS active listing data for the purpose of providing a publicly or privately accessible internet product for NTREIS subscribers, the fees in Section II below will **also** apply.
- II. Access to NTREIS Active Listings to Approved Contractors/Vendors or Third Parties:**
- A. Website Contractors**
    - 1. Contractor will be charged \$30 per month, per approved Addendum to Access Agreement, or up to a cap of \$2000.00 per month.
    - 2. A Website Contractor is a contractor or third party who desires to access NTREIS data to produce and market publicly or privately accessible Internet products for NTREIS Subscribers.
    - 3. The Contractor does not advertise or promote NTREIS listings on the Internet under the name of the contractor or third party; they only produce Internet based products for NTREIS Subscribers, although the web based solutions they sell may be hosted on the contractor or third party’s computer network.
    - 4. A Local Website Contractor must obtain and submit an approved Addendum to Access Agreement for each individual for which a product containing NTREIS listings would be developed.
    - 5. The NTREIS Data Licensing Agreement must be signed by a Local Website Contractor and approved by NTREIS prior to providing access to the NTREIS RETS

server.

- B.** No Aggregators, contractors, or third parties are allowed to share or combine NTREIS data with any other aggregator, contractor or third party without the express written permission of NTREIS. This is intended to include any listing content linking agreements.
- C.** No licensing of NTREIS data will be authorized to parties who intend to charge NTREIS Subscribers for business leads or referrals without the prior expressed written consent of the MLS Participant/Broker.

**IV. Data Access for Integration of NTREIS Data by Third Parties into Products which the Third Parties Would Sell to NTREIS Subscribers**

- A.** Negotiable. Contact the NTREIS CEO.

**V. Data Access for Use of NTREIS Data in Financial Modeling Products, Data Analysis, and Other Uses of NTREIS Data by Third Parties Outside of the Use of that Data to Provide Direct Products & Services to NTREIS Subscribers**

- A.** Negotiable. Contact the NTREIS CEO.

**Exhibit A – Must be completed**

**TO MLS DATA LICENSE AGREEMENT BETWEEN**

\_\_\_\_\_ (“LICENSEE”) AND  
**NORTH TEXAS REAL ESTATE INFORMATION SYSTEMS, INC. (“LICENSOR”)**

**DETAILED DESCRIPTION OF LICENSEE’S PRODUCT:**