

NEFMLS VENDOR LICENSE AGREEMENT

This Agreement is made by and between Northeast Florida MLS, Inc. hereinafter referred to as "NEFMLS", and:

Company

Street Address

Email Address

City

Phone

State

Zip

hereinafter referred to as "Vendor"

- A. License. Subject to the provisions, terms and conditions of this Agreement, NEFMLS hereby grants Vendor during the Term a non-exclusive, non-transferable right to access the NEFMLS data for the sole purpose of integrating the NEFMLS data into an NEFMLS Participant's or Subscriber's (Member) websites, products or services only in conjunction with the Member's ordinary business activities. Vendor agrees to not use NEFMLS data on Member's websites, products or services without first obtaining approval from NEFMLS. The Vendor hereby agrees to complete an IDX Agreement for each Member before syndication of Member's listings to third-party real estate publishers, products or services.
- B. Data. The current aggregate compilation of all active and sold listings (up to 3 years) of all IDX Brokers except those listings where the property seller has opted out of Internet publication by so indicating on the listing agreement. MLS owns the IDX Data.
- C. Term. The Term of this Agreement shall be one (1) year commencing on the date the last party executes and delivers to the other party this Agreement (the "Effective Date") and shall automatically extend for additional one (1) year Terms unless either party shall notify the other of its intention to terminate this Agreement, in writing, sixty (60) days prior to the end of the initial Term or any extension thereof.
- D. Fees. The annual sum of Twenty-Five Hundred Dollars (\$2,500.00) for RETS per year is non-refundable. The payment shall be due and payable on the Effective Date. Additional support hours will be billed at the rate of One Hundred and Fifty Dollars (\$150.00) per hour. All subsequent annual access fees shall be due and payable by Vendor on the applicable anniversary dates of the Effective Date.
- E. Set-Up Costs Vendor shall provide its own hardware, software and bear its own programming, technology and methodology expenses, if any, relating to the integration of NEFMLS data into the Member's websites, products or services and shall provide for all telecommunications needs in order to facilitate the accessibility of the NEFMLS data.
- F. Security of Access ID and Penalties for Disclosure. The format that shall be used by NEFMLS is RETS and the Vendor's Access ID is owned by NEFMLS. Vendor shall treat the Access ID as private, confidential and personal and shall safeguard and maintain its confidentiality. Use by any other person or entity shall be considered as theft. Vendor along with Broker, Broker's licensees and Broker's staff shall be jointly and severally liable for any consequences that may result from unauthorized disclosure of Vendor's Access ID, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for damages.
- G. Membership Status. Vendor acknowledges that if Member is no longer a Member of the NEFMLS or if Member's status with NEFMLS is inactive, neither Member nor Vendor shall be granted access to the NEFMLS data and access will be denied until Member's status is returned to active. Data must be removed from Vendor's servers if Vendor no longer has a NEFMLS customer. Vendor cannot store more than three (3) years of SOLD data on Vendor's server.
- H. Access Format. The NEFMLS data shall be accessed by Vendor during the Term commencing within two (2) business days of the Effective Date.
- I. Limitation and Disclaimers. NEFMLS and its data suppliers are not responsible for errors or omissions. The NEFMLS data is provided on an "as is, as available" basis. Neither NEFMLS nor any of its suppliers makes any warranties, expressed or implied, including without limitation, those of merchantability and fitness of a particular purpose, with respect to the NEFMLS data.
- J. **NEITHER MEMBER NOR VENDOR SHALL REPRODUCE, SELL, PUBLISH, OR IN ANY MANNER COMMERCIALY USE ANY INFORMATION OBTAINED THROUGH ACCESS TO THE NEFMLS DATA OR PARTICIPATE IN OR ALLOW SUCH REPRODUCTION, SALE, PUBLICATION OR USE BY ANY PERSON EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF NEFMLS.**

**Consultant/Web Designer/Vendor Information
and Signature**

**Northeast Florida Multiple Listing
Service, Inc. Information and Signature**

Signature of Consultant/Web Designer /Vendor

Signature

Print Name of Consultant/Web Designer/Vendor

Nicole Jensen

Print Name

Title of Consultant/Web Designer/Vendor

CEO

Title

Date

Effective Date