

SWMLS IDX Information Agreement

With which option will the Participant be accessing IDX with? (Check One) Framing RETS FTP

Southwest Multiple Listing Service, Inc. (SWMLS) and _____ (“Participant”),
A Participant of SWMLS, on this day of _____, 20____, Hereby agree to abide by all of the SWMLS Rules and
Regulations and SWMLS Bylaws and to the following requirements:

DEFINITIONS:

Participant. Any sole proprietor, partner, corporate officer or branch office manager acting on behalf of the firm’s principal(s), and denoted in the Greater Albuquerque Association Board of REALTORS® membership database as the ‘Designated REALTOR®’.

Participating Firm. A Participating Firm is any Participant who does not opt out of the IDX program. A Participating Firm may exclude any individual listing from the IDX Database and all other website displays by written request of the Seller and by setting the Post To Internet option to NO on the MLS listing. Participating Firms do not need to have a web site to utilize the IDX database. All Participants are Participating Firms unless they have delivered a completed IDX Opt-Out Form to SWMLS.

Non-Participating Firm. A Non-Participating Firm is any Participant who has submitted the Opt-Out Form to SWMLS. Non-Participating Firms may not access the IDX database or display its contents. Active Status Listings belonging to Non-Participating Firms shall not be included in the IDX Database.

DOWNLOAD OPTION SPECIFIC REGULATIONS:

License to Transfer IDX information. SWMLS hereby grants Participant a license to electronically transfer IDX (“Internet Data eXchange”) data from SWMLS’ database to the Participant’s own database (Download), beginning as of the date this agreement is signed and terminating as specified in this agreement. All program guidelines and rules regarding IDX in the Southwest Multiple Listing Service Policy Statement for the IDX Program (“SWMLS IDX Policy”) and in the Rules and Regulations of SWMLS must be adhered to at all times.

THIRD PARTY REQUIREMENTS:

Third Parties as authorized by the Participant and by SWMLS. If the Participant elects to use a third party to design, develop, implement, support, operate, maintain and/or host the Participating Firm’s website (hereinafter referred to as “Participant’s Web Site” regardless of whether Participant operates the web site) which contains IDX data, the Participant hereby guarantees that the name(s) of all third parties, including computer experts, Internet Service Providers and consultants (collectively, “3rd Party”) that are not directly employed by the Participant are listed and have signed this Agreement. If necessary, FTP access codes will be provided to the Participant and may be given to the listed 3rd Party only for use in designing, developing, implementing and operation of the Participant’s website listed below. Access codes are the sole responsibility of the Participant, and the Participant is responsible for the proper performance of the 3rd Party.

TERMINATION OF AGREEMENT:

SWMLS may in SWMLS’ sole discretion terminate the right to transfer information upon written notice to Participant. Delivery of such written notice to Participant shall constitute delivery of said written notice to any third parties. Upon termination of membership or transfer to inactive status, Participant shall deliver all portions of information theretofore transferred from SWMLS’ database by Participant to SWMLS, or if SWMLS approves the delivery in writing, to another Participant of SWMLS.

ACCESS & USAGE OF IDX DATA:

Equipment. Participant is responsible for obtaining and configuring all computers, modems, telecommunications connections, and computer hardware and software that may be necessary or useful for accessing the SWMLS IDX database and maintaining a web site and for the proper use hereof.

Access Means. SWMLS reserves the right to modify the method, means, or times of accessing the IDX data and to modify the form of the IDX database. In the event of an anticipated significant change, as determined in the sole discretion of SWMLS, SWMLS shall provide Participant with written notice prior to the date on which the change is scheduled to occur.

DISPLAY OF IDX DATA:

Participant's Web Site shall not permit or enable any other entity or person to manipulate, compile, or aggregate the IDX Database with any other data.

Participant's Web Site shall not enable the IDX Database, as a compilation, to be downloaded or electronically reduced to tangible form. Participant shall not re-market, re-sell, re-brand, or release IDX Database, in whole or in part. It is the intent of the parties that Participant display the IDX Database only for the personal use of the end user, as a buyer or seller of real estate. Consistent with this intent, Participant may permit substantially all information from a Listing to be downloaded or reduced to tangible form, one at a time, by the end user for his personal use.

Participant shall not change the nature or purpose of his Web Site and shall not display or use the IDX Database through any electronic display or other media, other than Participant's Web Site, without the prior written consent of SWMLS.

LAWFUL USAGE OF LICENSED DATA:

Participant shall use the IDX Database lawfully.

CONTACT INFORMATION:

Participant shall provide SWMLS with the following contact information prior to obtaining access to the IDX Database: Participant's name and Broker Code, User's name, e-mail address, phone number, fax number and Participant's signature; the web site administrator's name, e-mail address, phone number, fax number, and the domain name where the data will reside (or where the frame will be located). Participant shall notify SWMLS of any changes to the contact information immediately.

COMPLIANCE:

Participant shall be responsible for its web site's compliance with this Agreement and with the SWMLS Rules and Regulations, Policies and Bylaws regardless of any other party's involvement in the management, administration, and operation of Participant's Web Site. SWMLS will perform periodic audits of Participant's Web Site. SWMLS and Participants may report violations or misuse of the IDX Database to SWMLS for investigation. If the investigation results in a finding of a violation, the matter will be brought to the attention of SWMLS Compliance Committees for appropriate action.

CONFIDENTIALITY AND DATABASE OWNERSHIP:

All knowledge and information regarding the IDX Database belongs to SWMLS and is confidential and proprietary in nature. Participant warrants that he will not challenge, interfere with or violate SWMLS' copyright in the IDX Database, or disclose such information to any unauthorized party. This obligation to maintain the confidentiality of the information shall survive the termination of this Agreement.

LIMITATION OF LIABILITY and RISK OF LOSS:

Participant shall be responsible for all risk of loss associated with Participant's Web Site. SWMLS shall not be liable for any damages resulting from Participant's use of the IDX Database or Participant's Web Site. SWMLS shall not be responsible for any operational, technical, managerial, day-to-day control, or other matters concerning the operation of Participant's Web Site. SWMLS makes no expressed or implied warranties hereunder including, but not limited to, the implied warrants of merchantability and fitness for a particular purpose. SWMLS' IDX Database via use of IDX Database Link or FTP Access is provided on an "as is", "as available" basis. Use of the IDX Database is at the sole risk of Participant. SWMLS, its licensors, and third-party information suppliers do not warrant that SWMLS' IDX Database, IDX Database Link or FTP Access will be uninterrupted or error-free. SWMLS, its licensors, and third-party information suppliers do not warrant or guarantee the accuracy, adequacy, completeness, currency, reliability, or content of the IDX Database.

FORCE MAJEURE:

Neither party shall be responsible for any failure or delay in performance under this Agreement if such failure or delay results from circumstances in any way beyond its control including, but not limited to, government regulations, fire, natural disaster, communication line failure, power failure, or act of God.

CONTACT INFORMATION

Fax completed agreement to 505-843-8834

PARTICIPANT:

Qualifying Broker: _____ (please print legibly)

Agent: _____ (if site is for an agent)

Broker Code: _____

E-mail Address: _____

Phone #: _____ Fax #: _____

Domain Name: _____ (Website Address getting the IDX data)

WEB SITE ADMINISTRATOR (Webmaster):

Company Name: _____ (please print legibly)

Webmaster Name: _____ (please print legibly)

Domain Name: _____ (Company Website Address)

E-mail Address: _____

Phone #: _____ Fax #: _____

AUTHORIZED SIGNATURES

PARTICIPANT:
(Qualifying Broker)

DATE: _____

AGENT:

DATE: _____

WEBMASTER:

DATE: _____

SWMLS, INC.:

DATE: _____

If IDX is for an agent, the Qualifying Broker must also sign