



Participant Data Feed Agreement

This Agreement is made by and between JUPITER TEQUESTA HOBE SOUND MLS, INC. hereinafter referred to as "JTHSMLS", and:

Office Name _____

Vendor Name _____

Office Street Address _____ City _____ State _____ Zip _____

Vendor Street Address _____ City _____ State _____ Zip _____

Phone _____ Agent Contact / License Number _____

Phone _____ Vendor Contact _____

hereinafter referred to as "Member"

hereinafter referred to as "Developer"

A. License. Subject to the provisions, terms and conditions of this Agreement, JTHSMLS hereby grants to Member and Developer during the Term a non-exclusive, non-transferable right to access the JTHSMLS Data for the sole purpose of integrating the JTHSMLS Data into the Member Web Site for display to prospective real estate purchasers only in conjunction with the Member's ordinary business activities.

B. Term. The Term of this Agreement shall be one (1) year commencing on the date the last party executes this Agreement (the "Effective Date") and shall automatically extend for additional one (1) year Terms unless any 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.

C. Broker IDX Feed. The Broker IDX Feed is delivered by RETS (Real Estate Transaction Standard) and contains those fields approved by the Jupiter Tequesta Hobe Sound MLS, Inc. and complies with rules and guidelines regulating IDX set forth by NAR and Jupiter Tequesta Hobe Sound MLS, Inc. The Member will specify any URL's used to host the data if specifically receiving services from Developer for a Broker website. This agreement also gives blanket consent for the Member's agents to receive IDX services from the Developer if they so choose to pursue services with the Developer.

D. Broker Back Office Feed The Broker Back Office Feed is delivered by RETS (Real Estate Transaction Standard) and contains only those listings of the Member, fields approved by the Jupiter Tequesta Hobe Sound MLS, Inc. and complies with rules and guidelines regulating IDX set forth by NAR and Jupiter Tequesta Hobe Sound MLS, Inc.

E. Fees Members may receive, upon request, one free RETS feed which may be used for Broker IDX or a Broker Back Office Feed.

F. Set-Up Costs. Member and Developer shall provide its own hardware, software and bear its own programming, technology and methodology expenses, if any, relating to the integration of JTHSMLS Data into Members' Web Site and shall provide for all telecommunications needs in order to facilitate the accessibility of the JTHSMLS Data.

G. Security of Access ID and Penalties for Disclosure. Developer's Access ID is owned by JTHSMLS. Developer 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. Member and Developer shall be jointly and severally liable for any consequences that may result from unauthorized disclosure of Developer's Access ID, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for damages.

H. Membership Status. Member and Developer acknowledge that if Member is no longer a Member of the ("JTHSMLS") or if Member's status with JTHSMLS is inactive, neither Member nor Developer shall be granted access to the JTHSMLS Data and access will be denied until Member's status is returned to active.

I. JTHSMLS Logo. Developer shall not integrate the JTHSMLS Data into the Member Web Site unless and until the JTHSMLS logo, in a form and format presented by JTHSMLS to Developer, is displayed on each individual JTHSMLS listing on the Member Web Site.

J. Access Format. The JTHSMLS Data shall be accessed by Developer during the Term commencing within two (2) business days of the Effective Date.

K. Limitation and Disclaimers. JTHSMLS and its data suppliers are not responsible for errors or omissions. The JTHSMLS Data are provided on an "as is, as available" basis. Neither JTHSMLS nor any of its suppliers makes any warranties, express or implied, including without limitation, those of merchantability and fitness of a particular purpose, with respect to the JTHSMLS Data.

L. Data Feed Use Member shall use the data feed for the following purpose:

URL1: _____ URL3: _____

URL2: _____

Broker IDX Feed (Specify URL(s) if Broker is receiving IDX for a Broker website. See item C for more information)

Broker Back Office Feed

Agent IDX Feed Agent VOW Feed

Continue on reverse side.

M. NEITHER MEMBER NOR DEVELOPER SHALL REPRODUCE, SELL, PUBLISH, OR IN ANY MANNER COMMERCIALY EXPLOIT ANY INFORMATION OBTAINED THROUGH ACCESS TO THE JTHSMLS DATA OR PARTICIPATE IN OR ALLOW SUCH REPRODUCTION, SALE, PUBLICATION OR EXPLOITATION BY ANY PERSON EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF JTHSMLS.

JTHS MLS, Inc.

Broker Member:

Developer:

Print Name

Print Name

Print Name

Title

Title

Title

Signature

Signature

Signature

Date: _____

Date: _____

Date: _____

Jupiter Tequesta Hobe Sound MLS, Inc. may change field information on the flexmls system as needed when approved by the Board of Directors. In the event that this does take place we try to give as much notice as possible. In order for to notify you of any potential changes that may affect your feed please reference the technical contact below who will be responsible for aggregating and implementing the data for the member website.

Technical Contact Information (Information for your in-house technical staff or the subcontracted company implementing the data from RETS)

Company: _____

Name: _____

Email: _____

Phone: _____

Email completed and signed form to RETS@miamire.com.