



SUBSCRIPTION APPLICATION AND AGREEMENT

Subscriber Details

Name: _____

Email: _____

Cell: _____ Agent Web URL: _____

Primary REALTOR® Board: _____ NRDS# _____

State of Licensure: _____ License # _____

Office Details

Name of Firm: _____ Office code: _____

Complete Office Address: _____

Office Phone: _____ Office Fax: _____

Access Type

Agent with the ability to Add, Modify, and Search Agent with Search ONLY Appraisal Access

Payment Information

Would you like to sign up for AutoPay? Yes No

Type of Card:	<input type="checkbox"/> American Express	<input type="checkbox"/> Discover	<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa
Name on Credit Card:	_____			
Credit Card Number:	_____			
Expiration Date:	_____	Payment Amount: \$	_____	

I hereby apply for Subscriber Membership in the Smart MLS, Inc. A check or credit card information has been provided for applicable subscriber fees. By providing my credit card information I authorize Smart MLS to charge my account one time for the applicable subscriber fee. Upon successful completion of this transaction an electronic receipt will be emailed to the Subscribers primary email address and the credit card portion of the application will be destroyed.

I have read and understand all pages of the Subscriber Application and Agreement and agree to abide by its terms and conditions.

Signature of Subscriber: _____ Date: _____
(Agent)

Participants/Broker Name: _____

Signature of Participant: _____ Date: _____
(Broker)

Smart MLS, Inc. – Subscriber Agreement

THIS AGREEMENT is made and entered into by and between Smart MLS, INC. (“MLS”) and the Subscriber identified in the attached Subscriber Application (“Subscriber”) as an individual real estate agent, sales licensee, or non-principal broker affiliated with a Participant of the MLS.

BACKGROUND

- A. MLS has been organized to provide on-line multiple listing services (the “MLS Services”) to duly licensed REALTOR® Participant brokers or sales agents, appraisers (collectively “Subscribers”) and licensed and non-licensed administrative assistants (“Users”) who are affiliated with Participant.
- B. Subscriber desires to subscribe to the MLS Services and MLS agrees to provide the MLS Services to Subscriber on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Subscriber and MLS agree as follows:

1. **REALTOR® Membership:** Subscriber certifies that he/she is affiliated with a Broker who is both a member in good standing of a local Board/Association of REALTORS® and a Participant in good standing of Smart MLS, Inc. Subscriber also certifies that he/she is a member in good standing of a Board/Association of REALTORS® and that he/she is actively engaged in the Real Estate profession for compensation in one or more of the following activities: buying, selling, exchanging, renting or leasing, appraising for others for compensation, counseling or building, developing or subdividing.
2. **Condition of Participation:** Subscriber agrees as a condition of subscription to the MLS service to abide by all applicable Bylaws, Rules and Regulations and other obligations of participation, as amended from time to time, including payment of fees and fines as authorized by the Bylaws, Rules and Regulations of the MLS and administered by the MLS Board of Directors.
3. **Definitions:** Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 27 of this Agreement or in the MLS Rules & Regulations
4. **Grant of Subscriber Rights in Multiple Listing Service.** Subject to the terms and conditions of this Agreement and the Rules and Regulations, MLS agrees to make the MLS Services available for access by Subscriber, and Subscriber shall have all rights and obligations of a subscriber in MLS’s multiple listing service as set forth under the Rules and Regulations. Access to the MLS Database shall be through a means determined by MLS. Subscriber agrees to take all reasonable steps to protect the MLS Services from unauthorized access, copying, or use.
5. **Intellectual Property Ownership; Enforcement:**
 - a. All data, information, text and photographs submitted to MLS by Subscriber in connection with the listing and sale of a property on MLS (collectively the "Listing Data") is, to the extent recognized by law, the intellectual property of the Subscriber's Participant. By authorizing Subscriber to submit Listing Data to MLS, Participant has granted to MLS a limited, non-exclusive, irrevocable, worldwide, royalty free license to use, publish, display, and reproduce the Listing Data, to prepare derivative works of the Listing Data, and to distribute the Listing Data or any derivative works thereof to Participants and Subscribers of MLS for the purpose of marketing the listed property and communicating the offer of cooperation and compensation made by Participant to the other active participants in MLS. Dissemination of Participant's Listing Data, or the use of such Listing Data in any form of advertising, is subject to compliance with all applicable MLS Rules and Regulations and with applicable Regulations of the Connecticut Real Estate Commission.

- b. Subscriber acknowledges and agrees that the compilation of Listing Data submitted by all Participants which comprises the MLS Database (the "MLS Database"), and all copies, modifications, enhancements, and derivative works of the MLS Database, are the property of MLS, and all right, title, and interest in and to the MLS Database, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with MLS. Subscriber hereby irrevocably assigns to MLS any and all rights which he/she may have or acquire in and to the MLS Database. Statistical analyses and historical compilations of Listing Data (including sold and withdrawn information) (collectively "Historical Data") are, to the extent recognized by law, the intellectual property of MLS. MLS grants to Subscriber a limited, non-exclusive, irrevocable, worldwide, royalty free license to use the Historical Data in the conduct of his/her real estate brokerage business so long as Subscriber is a participant of the MLS. Subscriber shall not, however, have the right to publish or otherwise disseminate or make available to third parties all or any portion of the MLS Database or the Historical Data, except with respect to comparative market analyses or appraisals of individual properties made in the conduct of Subscriber's real estate brokerage and appraisal business and otherwise in accordance with all applicable MLS Rules and Regulations.
- c. Subscriber agrees not to challenge MLS's rights in and to the MLS Database, the Historical Data, or to take any action inconsistent with the license granted to the Listing Data under this Agreement. Subscriber agrees to take all action and execute and deliver to MLS all documents requested by MLS in connection with the license granted to MLS in and to the Listing Data. Subscriber further agrees to take all action and execute and deliver to MLS all documents requested by MLS in connection with the copyright application and registration of the MLS Database and/or Historical Data.
- d. Subscriber shall indemnify MLS against all damages, costs, and liabilities, including reasonable attorney fees, arising from any claim that the Listing Data or any portion of the Listing Data infringes the rights of any third party. SUBSCRIBER ACKNOWLEDGES THAT THE FOREGOING SENTENCE MEANS THAT SUBSCRIBER MUST OBTAIN ASSIGNMENTS OR LICENSES FROM THE AUTHORS OF ANY PORTIONS OF THE LISTING DATA, INCLUDING SELLERS, AS NECESSARY FOR SUBSCRIBER'S PARTICIPANT TO LICENSE THE LISTING DATA TO MLS AND TO OTHERWISE MAKE FULL USE OF THE LISTING DATA UNDER THIS AGREEMENT. IF SUBSCRIBER FAILS TO DO SO, SUBSCRIBER WILL ASSUME AND REIMBURSE MLS FOR THE COST OF DEFENDING MLS AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.
- e. Subscriber hereby grants to MLS all rights necessary for MLS to protect and enforce all intellectual property rights associated with the Listing Data, including all copyrights. In accordance with the grant of such rights, Subscriber hereby irrevocably authorizes, empowers and vests in MLS the right, and appoints MLS as Subscriber's attorney in fact, to do the following:
- i. Add watermarks or other means of identification to any and all Listings, regardless of whether such means of identification is visible, and take any and all other action deemed appropriate by MLS to identify the source of any misuse, infringement, or misappropriation of any Listing Data.
 - ii. Send demand letters, exercise rights under any applicable license agreements, and take any and all other action deemed appropriate by MLS to prevent the misuse, infringement, or misappropriation of the Listing Data.
 - iii. Enforce and compromise any and all intellectual property rights in the Listing Data, including all copyrights, whether such rights are held in the name of Subscriber's Participant or others, and take all action deemed necessary and appropriate by MLS in connection with the enforcement of all such rights, including, without limitation, the filing and prosecution of litigation or binding arbitration with respect to any potential claim of infringement, misappropriation, or other similar claim, the naming of any parties deemed appropriate by MLS, and the collection of any damages.

- iv. Execute all documents, whether in the name of Subscriber and/or MLS, deemed appropriate by MLS to effect any of the foregoing.

Notwithstanding the forgoing, nothing in this Section 5 shall require MLS to take any proceedings or other action against any person, firm, partnership or other entity that Subscriber's Participant claims may be infringing any Listing Data.

6. **Fees.** In consideration for subscriber rights in MLS's multiple listing service and for the services provided and licenses granted under this Agreement, Sales Licensee agrees to pay to MLS the fees ("Fees") in the amount, and in accordance with the terms, established by MLS for subscribers to MLS's multiple listing service, which amount and terms may be changed by MLS at any time effective upon thirty (30) days prior written notice to Subscriber.
7. **No Assignment by Sales Licensee.** Sales Licensee agrees that this Agreement is personal to Sales Licensee, and Sales Licensee may not assign or transfer this Agreement, including any license granted under this Agreement, or transfer any rights or delegate any duties under this Agreement, to any third party. Any attempt to assign, transfer, or delegate any of Sales Licensee's rights, duties, or obligations under this Agreement shall be void.
8. **Interruptions in Service.** Subscriber acknowledges that access to the MLS Database may from time-to-time be unavailable to Subscriber, whether because of technical failures or interruptions, intentional downtime for service or changes to MLS's website, third-party software or services or otherwise (collectively an "Interruption of Service"). Subscriber agrees that no Interruption of Service shall constitute a default of any obligations of MLS under this Agreement, and MLS shall have no liability of any nature to Subscriber for any such Interruptions of Service.
9. **Copies and Derivative Works.** Except as otherwise expressly provided in this Agreement or the Rules and Regulations, Sales Licensee may not do any of the following, either directly or indirectly, including assist any other person to do, or otherwise contribute in any way to any of the following:
 - a. Make any copies of the MLS Database, or any portion of the MLS Database, including any specific Listing Content included in the MLS Database;
 - b. Create any derivative works, enhancements, or other modifications of the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database;
 - c. Download, distribute, export, or transmit the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database, to any computer or other electronic device, or otherwise transmit electronically, or otherwise, the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database; or
 - d. Publicly display the MLS Database, or any portion of the MLS Database, including any Listing Data (other than Listing Data of Subscriber's Participant as permitted by Participant) included in the MLS Database.
10. **Representations and Warranties Regarding Listings.** Subscriber represents and warrants as follows with respect to each Listing that Subscriber submits to the MLS, including any subsequent change to such Listing submitted to MLS under this Agreement:
 - a. The Seller of the Listed property has assigned in writing all of Seller's rights, title and interest, including all copyright rights and other intellectual property rights, in and to the Listing Data to Subscriber's Participant.
 - b. The Listing complies in all respects with the Rules and Regulations.
 - c. To the best knowledge of the Subscriber after due diligence to verify the accuracy of all information in the Listing, all information included in the Broker's Listing is accurate and not misleading.
 - d. The Listing Data for each Listing is an original work of authorship of Subscriber on behalf of Subscriber's Participant, and Subscriber's Participant is the assignee of such Listing Data pursuant to an enforceable assignment no other person or entity has rights of any nature in or to any of the Listing Data.
 - e. There is no claim, litigation or proceeding pending or threatened with respect to the Listing Content for any Broker's Listing.

- f. Neither the Listing Data, or the assignment of rights in and to the Listing Data to MLS, infringe upon or violate any patents, copyrights, mask work rights, trademarks, trade secrets or other proprietary rights of any third party.
11. **Submission of Listings.** As a material condition to accessing the MLS Database, Subscriber agrees to submit to MLS all Listings of residential and rental property located within the MLS Service Area taken by Subscriber on behalf of Subscriber's Participant in accordance with, and except as otherwise provided in, the Rules and Regulations. In its sole discretion, MLS may refuse to accept and may remove from, the MLS Database, any any non-compliant or infringing Listing or Listing Data, and may require Subscriber to modify, correct, or supplement any Listing Data as necessary to comply with the requirements of the Rules and Regulations. Notwithstanding the foregoing, except as provided in the Rules and Regulations, Subscriber acknowledges that MLS has no obligation to remove or modify, or refuse to accept any Listing or Listing Data. MLS grants to Subscriber's Participant (and if allowed by Participant, his/her Affiliates, including Subscriber) a limited, non-exclusive, personal license to input Listing Data in the MLS Database, and modify such Listing Data strictly in accordance with the terms and conditions of this Agreement and the Rules and Regulations. Participant acknowledges and agrees that any Listing or Listing Data, or any prospective Listing or Listing Data, submitted by Subscriber may be accessible by other participants in or users of MLS Services, and MLS shall have no liability to Subscriber for providing such other participants or users access to any Listing or Listing Data, or any prospective Listing or Listing Data.
12. **Confidential Information.** Any information provided by MLS to any Subscriber, including without limitation, any password to the MLS Database, any printouts of the MLS Database as provided under this Agreement, and all Listing Data, including personal information of a Seller (collectively "Confidential Information") shall be maintained by Subscriber as confidential and available exclusively for use by the Subscriber as provided in this Agreement. Subscriber shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. Subscriber shall not disclose any Confidential Information pursuant to a court order or as required by law until Subscriber has given MLS ten (10) days prior written notice and an opportunity to oppose such disclosure. Notwithstanding the foregoing, Subscriber may disclose Listing Data for individual Listings strictly in accordance with this Agreement and the Rules and Regulations.
13. **Additional Representations and Warranties of Sales Licensee.** Sales Licensee represents and warrants the following to MLS:
- a. Subscriber is a REALTOR[®] in good standing;
 - b. Subscriber holds a current, valid real estate salesperson or broker's license. Subscriber further represents and warrants to MLS that this Agreement, when executed by Subscriber:
 - i. Will be valid, binding and enforceable with respect to Subscriber in accordance with its terms;
 - ii. That provision of the services provided under this Agreement and the fulfillment of Subscriber's obligations as contemplated under this Agreement are proper and lawful; and
 - iii. Subscriber is not and shall not be under any disability, restriction or prohibition related to the execution of this Agreement and the performance of his/her obligations under this Agreement.
14. **Compliance with Governing Rules and Agreements.**
- a. By entering into this Agreement, Subscriber represents and warrants to MLS that he or she has read and understands, and shall be bound by and at all times fully comply with and perform all of Subscriber's obligations under this Agreement, the Rule and Regulations. A copy of the then-current version of the Rules and Regulations is available upon request. In addition to all other rights and remedies available to MLS under this Agreement and the Rules and Regulations as provided in the Rules and Regulations.
 - b. To the extent there is any conflict between this Agreement, an applicable Participation Agreement, and the Rules and Regulations, the Rules and Regulations shall govern. As between this Agreement and any applicable Participation Agreement, this Agreement shall govern.
15. **No Warranty.** **THE SERVICES PROVIDED AND LICENSE GRANTED TO SALES LICENSEE UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY NATURE. MLS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF**

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, BUT WITHOUT LIMITATION, MLS DISCLAIMS ANY WARRANTY WITH RESPECT TO ANY LISTINGS, ANY LISTING CONTENT, AND THEIR ACCURACY.

16. Limitation of Liability. MLS'S ENTIRE AND CUMULATIVE LIABILITY TO SALES LICENSEE, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MLS DATABASE OR LISTING CONTENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY SALES LICENSEE TO MLS DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM ARISES. WITHOUT WAIVER OF THE FOREGOING LIMITATION, IN NO EVENT SHALL MLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Injunction. MLS and Subscriber agree that a breach or violation of Sections 12, 14, and 20 of this Agreement will result in immediate and irreparable injury and harm to MLS. In such event, MLS shall have, in addition to any and all remedies of law and other consequences under this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that, this shall in no way limit any other remedies which MLS may have, including, without limitation, the right to seek monetary damages.

18. Term and Termination.

- a. Either party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other party.
- b. MLS may terminate this Agreement upon the occurrence of any of the following events:
 - i. Subscriber fails to pay any Fees when due;
 - ii. Subscriber fails to maintain his/her membership in good standing in a Board or Association of REALTORS®
 - iii. Subscriber discloses any Confidential Information, including, without limitation, any password of Subscriber or of any Participant, except as expressly provided in this Agreement;
 - iv. Subscriber otherwise fails to comply in all respects with the Rules and Regulations,
 - v. Sales Licensee defaults under any material term or condition of any License Agreement; or
 - vi. Sales Licensee defaults under any other material term or condition of this Agreement.
 - vii. Participant fails to pay any Fees when due.
 - viii. Participant is not in good standing in a Board or Association of REALTORS®

Except as otherwise provided in this Agreement, termination pursuant to this Section 18. B of this Agreement shall be effective at any time after MLS has given ten (10) business days notice to Subscriber of any such event of default, and such default has not been cured within such ten (10) day period. Notwithstanding the foregoing, if, in the reasonable discretion of MLS, the occurrence of any such event of default could result in irreparable harm to MLS, termination shall be effective immediately, without prior written notice to Subscriber, provided that notice shall be delivered to Subscriber within ten (10) business days thereafter.

- c. In addition to all other rights and remedies available to MLS under this Agreement, if Subscriber fails to pay any Fees when due, or otherwise defaults under this Agreement, MLS may, in its sole discretion, temporarily suspend the Subscriber's right to access the MLS Database until all outstanding Fees have been paid in full or the default has been cured.

- d. Notwithstanding anything to the contrary in this Agreement, if Subscriber violates or is alleged to have violated the Rules & Regulations, Participant shall not be terminated in accordance with Section 18.B of this Agreement until any hearing or appeal rights of Subscriber have expired as provided for in the Rules & Regulations.
 - e. This Agreement shall automatically terminate upon termination of the Participant Agreement between MLS and Subscriber's Participant; provided, however, that if another principal broker of the firm with which Subscriber is affiliated enters into a new Participant Agreement with MLS within thirty (30) days of such termination, this Subscriber Agreement shall continue in full force and effect
 - f. If Subscriber terminates his/her affiliation with his/her designated Participant, and, within five (5) days, affiliates with a new Participant who has entered into a Participant Agreement with the MLS, then this Subscriber Agreement shall continue in full force and effect; but in the absence of such new affiliation, this Agreement shall terminate.
 - g. Upon termination of this Agreement, Subscriber agrees to immediately destroy any printouts of the MLS Database or Listing Data, and any copies, electronic or otherwise, of the MLS Database and Listing Data in Subscriber's possession or under Subscriber's control. No pre-paid Fees will be refunded to Subscriber for any termination of this Agreement.
 - h. Upon termination of this Agreement, all licenses granted and all services provided to Subscriber under this Agreement shall terminate.
19. **Indemnification.** Subscriber agrees to indemnify and hold harmless MLS, and its officers, directors, employees, shareholders from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with any Listing Agreement, this Agreement, submission to MLS of any Listing or Listing Data and the inclusion of any Listing or Listing Data by Subscriber in the MLS Database, including, without limitation, any claim that the access to, display of, and/or use of any Listing Data infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world, including any claims by Sellers. MLS shall have the right to control its own defense and engage legal counsel acceptable to MLS.
20. **Proprietary and Other Notices.** Sales Licensee agrees that it will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the MLS Database or any printouts of the MLS Database allowed under this Agreement.

21. **General.**

- a. **Notices.** All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, by a reputable overnight courier service, or by e-mail, if the sender receives and maintains a copy of a certified mail receipt and a copy is mailed within (1) business day after notice is delivered by e-mail, to the appropriate party at the following addresses:

If to Subscriber: At the Subscriber's office address or e-mail address shown on the Subscriber Application

If to MLS: Cameron Paine and Kathy Elson
Co-Chief Executive Officers
860 North Main Street Ext.
Wallingford, CT 06492

The foregoing addresses may be changed from time-to-time by delivering notice of such change, referencing this Agreement, to the parties to this Agreement.

- b. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Connecticut. Sales Licensee acknowledges that by using the services provided under this Agreement, Sales Licensee has transacted business in the state of Connecticut. By transacting business in the state of Connecticut by agreement, Sales Licensee voluntarily submits and

consents to, and waives any defense to the jurisdiction of courts located in the state of Connecticut, as to all matters relating to or arising from this Agreement.

- c. **Costs of Litigation.** If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.
- d. **Severability.** Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement; except that if any provision of Sections 7,9, or 10 of this Agreement, or any other limitation of liability or exclusion of warranty set forth in this Agreement, is determined to be invalid or unenforceable, then this Agreement shall immediately terminate without notice.
- e. **No Waiver.** The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement. The subsequent acceptance of any payment due under this Agreement by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in this Agreement.
- f. **Entire Agreement; Modifications Only in Writing.** This Agreement, together with the Rules and Regulations and any applicable License Agreement:
 - i. constitutes the entire agreement between MLS and Sales Licensee concerning the MLS Database, Listing Content, and all other subject matter of this Agreement;
 - ii. supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties, and;
 - iii. may not be amended except in writing signed by MLS and Sales Licensee.
- g. **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of MLS and Sales Licensee and is not intended to benefit any third party, including any Seller or Sales Licensee. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.
- h. **Survival.** The provisions of Sections 6, 8, 12, 15, 16, 17, 18, 19, and 21 of this Agreement shall survive the termination of this Agreement.

22. Definitions. *The following terms shall have the following meanings in this Agreement:*

- a. "Broker" means the principal real estate broker or broker in charge.
- b. "Brokerage Firm" means the real estate brokerage firm affiliated with a principal real estate broker or broker in charge.
- c. "Board" means a Board of REALTORS® or association of REALTORS® established and operated in accordance with the applicable rules and regulations of the NATIONAL ASSOCIATION OF REALTORS®.
- d. "Exempt Listing" means a Listing which the respective Seller has refused permission for the Listing to be disseminated by MLS, or a Listing which is not required to be submitted to the MLS, in accordance with the Rules and Regulations
- e. "Internet Listing Display Listings" mean all of the Listings identified or defined as Internet Listing Display listings in the Rules and Regulations.
- f. "License Agreement" means a license agreement entered into between MLS and Participant; MLS and a Subscriber, or MLS and a third party at the request of a Participant or Subscriber.

- g. " Listing" means a real estate listing of a participant in MLS's multiple listing service.
- h. " Listing Agreement" means an enforceable, written, and fully executed agreement between Participant and a Seller whereby, among other things, Participant agrees to provide real estate sales services to Seller, and Seller agrees to pay compensation for services provided.
- i. "Listing Data" means all data and content, including without limitation, all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and pricing information submitted by Subscriber to MLS with respect to a Listing, other than an Exempt Listing.
- j. " MLS Database" means the compilation of Listings, including information for sold properties, as modified from time-to-time by MLS, and which, as of the date of this Agreement, is available to Participants, Subscribers and Users on the MLS website.
- k. "Rules and Regulations" mean the MLS Rules and Regulations established by MLS, as amended by MLS from time to time.
- l. "Participant Agreement" means an Agreement entered into between MLS and a principal Broker on behalf of a Brokerage Firm which grants access to MLS Services on the terms and conditions set forth therein.
- m. "Seller" means the seller(s) or lessor(s) of a property which is the subject of a Listing at issue under this Agreement.
- n. " Vendor" means any person or entity which has entered into a License Agreement for display of real estate listings for a Participant or a Sales Licensee of Participant with the Participant's permission.