



## **DATA PROCESSING AGREEMENT (IDX Data Feed)**

This Data Processing Agreement (the “Agreement”) effective as of \_\_\_\_\_ (“Effective Date”) is by and between LERA MLS, LLC. (Provider) a Texas for Profit Corporation having its principal place of business at 9110 IH 10 West, San Antonio, Bexar County, Texas 78230, and \_\_\_\_\_ (Brokerage), located at \_\_\_\_\_ and \_\_\_\_\_ (Vendor) located at \_\_\_\_\_, sometimes referred to herein individually as Party or collectively as Parties.

### **RECITALS:**

The Parties acknowledge that Provider operates an on-line computerized multiple listing service (MLS) which provides data and other information to its participant, subscribers and other authorized parties (Authorized Users), which Brokerage seeks to utilize pursuant to the terms and conditions of this Agreement.

### **IT IS AGREED:**

- A. Subject to Brokerage’s compliance with the terms and conditions of this Agreement, Provider hereby grants Brokerage limited, revocable, non-transferable access to designated MLS data, as determined by Provider, solely for the purposes of Brokerage’s own IDX website development and maintenance in accordance with Provider’s Rules and Regulations of MLS or to provide approved services to designated Participants as authorized by Provider. Any other use of the MLS data by Brokerage is strictly prohibited. All rights not expressly granted in this Agreement, including but not limited to all copyrights in and to the MLS data, are expressly reserved by Provider. Brokerage shall comply with Provider’s IDX rules, which are found at LERA MLS’s website (leramls.com) and incorporated herein by reference. Brokerage specifically identifies below the domain name and the full URL for where the MLS data will be posted or linked.
- A. The Parties agree that only Provider possesses the exclusive right and license to operate, administer and manage the ordinary and customary day to day operations, activities and services of the MLS. This Agreement is not transferable through right, ownership, consolidations or other subsidiaries of the Brokerage. Furthermore, it is recognized that Provider owns and claims all rights, titles and interests (including but not limited to rights of copyright) in and to the MLS data. Access there to and use thereof is strictly limited and regulated by the Rules and Regulations of LERA MLS.

Please identify the domain name(s) and the full URL(s) for where the data will be posted or linked:

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If the MLS data is to be used on the website of one of the Brokerages' Agent that are also LERA MLS Subscribers, the undersigned Brokerage hereby acknowledges and gives consent for the undersigned Requesting Agent in the specified Brokerage to utilize such data and shall be responsible for such Requesting Agent's compliance with all terms and conditions of this Agreement, including but not limited to the IDX rules.

- B. This Agreement shall not be construed to grant the Brokerage any ownership of the MLS data provided and expressly prohibits Brokerage from reconfiguring, reformatting, reselling, transmitting, downloading, copying, furnishing or otherwise making such data available to any person, firm, corporation, or other entity other than in accordance with the terms specified within this Agreement.
- C. All Parties acknowledge and agree that the precise composition of the MLS data may change from time to time and that changes in technical specifications and software or hardware requirements may be imposed by Provider. The Provider shall not be responsible for any such work or additional costs that may be incurred by anyone to enact such changes.
- D. Provider shall provide access to the specified data for Brokerage's authorized use via the following means: RETS or Web API. Please indicate which you would prefer, \_\_\_\_\_.
- E. Brokerages with in-house technical assistants will receive access under this Agreement. However, if the Brokerage desires to contract with a Vendor to provide access to the MLS data on behalf of Brokerage, then the Vendor will have to contract with Provider through a Third-Party Processing Agreement, and the Vendor shall pay all applicable fees for MLS access to the data pursuant to such Third-Party Processing Agreement. Brokerage shall be responsible for any such Vendor's compliance with the terms and conditions of this Agreement.
- F. The term of this Agreement shall commence on the Effective Date and continue on a quarterly basis as long as no changes are made in Brokerage/Subscribers sponsorship or affiliation, or in the address of the URL or previously approved links. Any change in Brokerage/Agent's Subscribers, Brokerage/Agent sponsorship or affiliation, or address of the URL or previously approved links will require all Parties to enter into a new Agreement to have access to the MLS data. Either Party may cancel this Agreement with thirty (30)-days advance written notice to the other Party. Further, Provider reserves the right to terminate Brokerage's access, and all access authorized under this Agreement, to MLS data without notice for non-compliance with the terms of this Agreement.

- G. This Agreement provides no endorsement or implied recommendation of the Brokerage’s product, program or service. Brokerage hereby agrees to indemnify and hold Provider and its officers, directors, shareholders, employees, attorneys, and representatives harmless from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting there from, including court costs and reasonable attorney's fees, arising out of or relating to the Brokerage’s access to or use of the provided MLS data.
- H. THE MLS DATA IS PROVIDED “AS IS” WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- I. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, and exclusive jurisdiction and venue for its enforcement shall be maintained in a court of competent jurisdiction in Bexar County, Texas.
- J. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, representations, proposals, discussions, and communications of the parties, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the Parties sought to be bound.
- K. Neither Brokerage, Requesting Agent or Vendor shall assign any rights or obligations under this Agreement without the prior express written consent of Provider.
- L. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute a single agreement. This Agreement may be executed and delivered digitally, and a signature executed by one Party and delivered to the other Party via digital transmission shall be binding on the executing Party to the same extent as a manually signed and delivered original.

WHEREFORE, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

PROVIDER:  
 LERA MLS, LLC

BROKERAGE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Nicholas Rodriguez

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

Title: MLS Operations Manager

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

As Authorized by:

Date: \_\_\_\_\_

By: \_\_\_\_\_

License Number: \_\_\_\_\_

Name: Gilbert Gonzalez, CEO

Name of Brokerage:

Date: \_\_\_\_\_

\_\_\_\_\_

VENDOR

Name of Requesting Agent (if applicable):

By: \_\_\_\_\_

\_\_\_\_\_

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

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Agent License Number: \_\_\_\_\_

Email: \_\_\_\_\_

Do any other agents of this Brokerage display IDX data on their websites? Please list:

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