



LERA MLS
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THIRD PARTY PROCESSING AGREEMENT (Data Feed)

This Third Party Processing Agreement (the “Agreement”) effective as of [] (known as “Effective Date”) is by and between LERA MLS, LLC. (Provider) a Texas Corporation having its principal place of business at 9110 IH 10 West, San Antonio, Bexar County, Texas 78230, and _____ (Vendor), with operations located at _____.

RECITALS:

- A. The parties acknowledge that Provider operates an on-line computerized multiple listing service (MLS) which provides data and other information to its participants, subscribers and other authorized parties (Authorized Users).
- B. The parties agree that only Provider possesses the exclusive, non-transferable right and license to operate, administer and manage the ordinary and customary day to day operations, activities and services of the MLS. This Agreement covers only one Vendor product line and is not transferable through right, ownership, consolidations or through other subsidiaries of the Vendor. 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 thereto and use thereof is strictly limited and regulated by the MLS Rules and Regulations.

IT IS AGREED:

- A. This Agreement shall not be construed to grant the Vendor any ownership of the MLS data provided and expressly prohibits Vendor from reconfiguring, reformatting, reselling, transmitting, downloading, copying, furnishing or otherwise making such data available to any person, firm, corporation, or other entity other than an Authorized User.
- B. 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 Vendor due to such changes.

- C. Provider shall provide a connection to the provided data for Vendor's authorized use via the following means of WebAPI.
- D. The term of this Agreement shall commence on the Effective Date and continue till the end of the MSA. Further, Provider reserves the right to terminate Vendor's access to MLS data without notice for non-compliance with the terms of this Agreement or our IDX rules. This Agreement provides no endorsement or implied recommendation of Vendor's product, program or service. Vendor hereby agrees to indemnify and hold Provider and its officers, directors, shareholders, employees, and representatives harmless from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting therefrom, including court costs and reasonable attorney's fees, arising out of or relating to Vendor's services or Vendor's access to or use of the MLS data.
- E. 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.
- F. 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.
- G. 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.
- H. Vendor shall not assign its rights or obligations under this Agreement without the prior express written consent of Provider.
- I. 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 by facsimile transmission, and a signature executed by one party and delivered to the other party via facsimile 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:

VENDOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SECTION 18: INTERNET DATA EXCHANGE (IDX)

Section 18-Internet Data Exchange (IDX): IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their GLD Listings by other participants via the following authorized mediums under the participant’s control: websites, mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listings. (Amended 5/17) M

Section 18.01 The term “Listing”, as used in this Section 18 of these Rules, refers to listings contained within the GLD.

Section 18.1-Authorization: Participants' consent for display of their Listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a Listing-by-Listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's Listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where participants have given blanket authority for other participants to display their Listings on IDX sites, such consent may be withdrawn on a Listing-by-Listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 5/12) (Amended 2017)

Section 18.2-Participation: Participation in IDX is available to all MLS Participants who are Subscribers and who consent to display of their Listings by other Participants.

Section 18.2.1 -Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 5/12) M

Section 18.2.2 -MLS participants may not use IDX-provided Listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX Listings by recognized search engines.(Amended 5/12) M

Any violation of this policy will result in a \$10,000 fine and the suspension of the data feed until further notice.

Section 18.2.3 –Listings, including property addresses, can be included in IDX displays except where a seller has directed their Listing brokers to withhold their Listing or the Listing’s property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution.(Amended 5/17) M

Section 18.2.4 -Participants may select the Listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, or type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of Listing (e.g., exclusive right-to-sell or exclusive agency). Selection of Listings displayed IDX must be independently made by each Participant. (Amended 11/21) M

Section 18.2.5 - Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads not less frequently than every 12 hours. (Amended 11/14) M

Section 18.2.6 -Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. Any violation of this policy will result in a \$10,000 fine and the suspension of the data feed until further notice.(Amended 01/2025)

Section 18.2.7- Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface not smaller than the median used in the display of Listing data. (Amended 11/17) M

For purposes of the IDX policy and these rules, “control” means the ability to add, delete modify and update information as required by the IDX policy and MLS rules. (Amended 5/12) M

Section 18.2.8 –Any IDX display controlled by a participant or subscriber that

- a. allows third-parties to write comments or reviews about particular Listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular Listings, or
- b. displays an automated estimate of the market value of the Listing (or hyperlink to such estimate) in immediate conjunction with the Listing,

Either or both of those features shall be disabled or discontinued for the seller’s Listings at the request of the seller. The Listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants’.. Except for the forgoing and subject to Section 18.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning any Listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 5/12) M

18.2.9 –Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the Listing broker or Listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 5/12) M

Section 18.2.10 - Participants shall not modify or manipulate information relating to other participants Listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available Listings or fewer authorized fields. M

Section 18.2.11 – All Listings displayed pursuant to IDX shall identify the Listing firm, and the email or phone number provided by the Listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of Listing data.* (Amended 05/17) M

* Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of Listing content, all required disclosures must be

subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application. (Amended 5/17)

Section 18.3-Display: Display of Listing information pursuant to IDX is subject to the following rules:

Section 18.3.1-Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g. showing instructions, and property security information, etc.) may not be displayed.

Section 18.3.1.1 -The Type of Listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed (Amended 5/12)

Section 18.3.4- All Listings displayed pursuant to IDX shall identify the Listing agent.

Section 18.3.5- Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation.

Section 18.3.7- All Listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

Section 18.3.8- Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc. of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

Section 18.3.9- The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) Listings or five percent (5%) of the Listings available for IDX display, whichever is fewer. (Amended 11/09)

Section 18.3.10- The right to display other participants' Listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS. Section 18.3.12 – Display of expired, withdrawn, Listings is prohibited (Amended 5/21)

Section 18.3.13 – Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.

Section 18.3.14 – Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided Listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

Section 18.4 Service Fees and Charges - Service fees and charges for participation in IDX shall be as established annually by LERA MLS. (Amended 5/05)

Section 18.4.1 If the Participant publishes content to augment the data sourced by the MLS, then the Participant shall maintain a means (e.g. email address, telephone number) to receive comments about the accuracy of content. The Participant shall correct or remove any content that is false, fraudulent or deceptive upon receipt of a communication explaining why the data or information is false, fraudulent, or deceptive. However, Participant need not remove or correct any content that the Participant determines in their good-faith opinion, advice, or professional judgment is not false, fraudulent, or deceptive.

The search results and display of listing information and property details sourced from the MLS may be augmented with property information from other MLSs and non-MLS sources subject to the following:

- a. the information is otherwise displayed consistent with these rules;
- b. the source of the information must be prominently identified in the search results and in the display of the property's details.

Any function that permits a user to search among property information sourced from the MLS and from other non-MLS sources must permit (but need not require) the user to choose to filter the search results based upon the source of the information (e.g., a user may choose to limit results only to properties with information sourced from MLSs). This requirement is effective beginning January 1, 2025 (Adopted 9/24).