

The logo for Broker Reciprocity features a stylized house icon with a chimney and a door, rendered in black and white.

**BrokerSM
Reciprocity**
**Information & Technical
Documentation**

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For the most recent version of this document, please check www.northstarmls.com. Click the Business Partner's tab and then Broker ReciprocitySM.

Regional Multiple Listing Service of Minnesota, Inc.
2550 University Ave. W., Suite 259S,
Saint Paul, MN 55114
Phone: 651-251-5456
Fax: 651-251-5457
help@NorthstarMLS.com

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1. Executive Summary

WHAT IS BROKER RECIPROCISM?

Broker Reciprocity (BR) is a system where brokers give each other permission to display their listings on each other's websites. Brokers who participate in the program (called "Broker ReciprocitySM Subscribers" or "BRSs") can display all of each other's active listings. If you choose not to participate, no other broker will be permitted to display your listings. You can include your listings in the BR database without having your own website.

Regional MLS is committed to: 1) permitting brokers to fully market their services on the Internet; 2) permitting the brokerage community to take advantage of the data brokers have contributed to the system; and 3) permitting brokers to obtain and maintain first contact with the consumer in the real estate transaction.

WHAT IS A VIRTUAL OFFICE WEBSITE?

A Virtual Office Website (VOW) is a broker or agent website that is capable of providing real estate brokerage services to consumers with whom the RMLS Participant has first established a broker-consumer relations (as defined by law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision and accountability VOWs are governed by RMLS Rule 14.

2. Getting Started - Broker ReciprocitySM

STEP 1: BECOMING A BROKER RECIPROCITY™ SUBSCRIBER (BRS)

Being a BRS means that you give all other BRSs permission to advertise your active listings on their web sites according to the Broker ReciprocitySM Rules and Regulations. In so doing, you obtain permission from all other BRSs to display their active listings.

STEP 2 (OPTIONAL): PUTTING BROKER RECIPROCITY DATA ON YOUR WEB SITE

You don't have to have a web site to be a BRS, although having one does allow you to take maximum advantage of the program. To put BRSM data on your web site, you need to:

1. Decide if you have the experience and resources to convert the raw MLS data into a public search for your site (using RETS data) or select a vendor (see website for approved vendors) that will provide your site with the searchable BR data. If you select a vendor to provide this service, make sure they have access to RMLS data or contact RMLS to get information about the Third Party Data Access Agreement.
2. Sign and submit the "Participant Data Access Agreement" (www.northstarmls.com). This agreement should be submitted for each URL that will display BR data.
3. Incorporate BR data into your web site. Much of this document is devoted to this part.
4. Follow the BR Rules and the policy statements.

3. Frequently asked questions (FAQ)

CAN AN AGENT HAVE A BR SITE? Here are the requirements for an agent to have a BR site:

1. The agent's brokerage firm must be contributing its listings to the program.
2. The agent's brokerage firm must have a BR web site of its own.
3. The agent may "co-brand" the web site so that she shares branding with her broker.
4. The agent must have the brokerage's permission to maintain an agent web site.
5. The agent's site must retain the brokerage's branding in a prominent location at all times. This will frequently mean the brokerage's banner appears at the top of every page. The brokerage's branding must be equal to or larger than the agent's branding.
6. The website must be under the actual and apparent control of a single broker. "Control" means the participant has either built the Website for its own use or obtained technology for the Website under an agreement with a third party that provides the BR Participant final control over the operation of the Website. Apparent control means that a reasonable consumer viewing the Website would conclude that it is under the control of the Participant. The BR listings may not be posted or framed on third party websites or social media sites.

WHAT DATA WILL CONSUMERS SEE? WHAT PROPERTY TYPES, STATUSES, DATA ELEMENTS, ETC.? BRSs may display active and pending listings. They may display only the data fields approved for BR Display. Note that BRSs may display ALL information relating to their own listings. Sold properties may be displayed only for 2 years, and a much smaller subset of the data may be displayed (See Sold Content Delivery & Display)

WHAT KIND OF ADVERTISING FOR OTHER SERVICES CAN BROKERS HAVE ON THEIR WEB SITES WITH BR DATA? Ads that will not violate RMLS's rules, law, or the Code of Ethics may be displayed. Keep in mind: 1) The site has to be branded as your real estate firm website. 2) Ads must not jeopardize the goodwill of RMLS or the listing broker; for example, advertising an obscene web site above listing data. 3) The ad must not mislead consumers. If the ad seems to contradict information about the listing firm or the listing data itself, it should not be used.

4. Rules and Regulations

To the extent that this document supplements RMLS's Rules and Regulations relating to Broker ReciprocitySM, it is a statement of RMLS's policy regarding such matters. Rules and regulations: Sections 1.2, 12, 13 and 14 of RMLS's Rules contain provisions relating to BR. RMLS Rules and

Regulations are available at www.northstarMLS.com under the Rules and Regulations tab. The most common rule issues on BR sites are:

1. The consumer must consent to the End User License Agreement prior to viewing data
2. The brokerage's branding must be the largest branding on the page
3. The credit to the listing broker must be immediately following the listing data
4. The site cannot state or imply that the site is an MLS or the consumer can access the MLS

5. Criteria for Participating in Broker Reciprocity

5.1 Broker must be actively engaged in the NorthstarMLS market

The Broker Reciprocity (BR) program allows participating brokers to operate websites where homebuyers can search listings in the NorthstarMLS market. To participate in BR, a broker must be actively engaged in the NorthstarMLS market and agree to contribute the firm's listings to the shared BR database.

MLS rule 12.2.a requires a BR Participant to be a REALTOR® actively engaged in listing properties for sale and/or assisting and negotiating on behalf of buyers and sellers of real estate within the NorthstarMLS jurisdiction (MLS Rule 12.2.a).

To determine the eligibility of a BR Participant, NorthstarMLS will look at the following criteria:

1. Is the participant contributing its listings to the BR program?
2. Has the participant completed the Participant Data Access Agreement?
3. Has the participant represented buyers or sellers on NorthstarMLS within the last 12 months?

If the answer is yes to all 3, the Participant will be deemed eligible subject to compliance with BR rules (Rules 1.2, 12, 13).

If the Participant has not represented a buyer or seller on NorthstarMLS with the last 12 months, additional information will be required. NorthstarMLS does not wish to exclude Participants who are making good faith efforts to represent buyers and sellers within the NorthstarMLS jurisdiction, but participating in the BR Program is intended only for those Participants who are actively engaged in the NorthstarMLS market.

If a BR applicant or participant has not represented a buyer or seller on NorthstarMLS within the last 12 months, the applicant will be asked to supply documentation of the following:

1. Indicate whether your firm has listed or co-listed property on NorthstarMLS. Identify the transaction by listing number.
2. Indicate whether your firm has received compensation as broker working with buyer (reflected on the HUD-1) on a transaction carried out on NorthstarMLS. Identify the transaction(s) by listing number.
3. If the answer to (1) and (2) are still 'no', provide a listing of activities, other than merely operating your web site, that show you are attempting to obtain buyer and/or seller clients. (This could include advertising on other web sites, on search engines, in social media or in traditional media, making direct contact with consumers via various mean, etc.) Include examples (images or links to ads/images) that demonstrate your effort to obtain clients, as opposed to merely driving traffic to your website.
4. Confirm that you are now and will for the foreseeable future continue to endeavor to acquire listings of properties for sale that will be submitted to MLS or to represent buyers seeking properties for sale in the MLS.

Determination of eligibility will be made by NorthstarMLS rules staff. Decisions may be appealed to the MLS Hearing Panel pursuant to MLS Compliance Hearing procedures detailed in the MLS Rules and Regulations Compliance Guidelines available for review at www.northstarmls.com.

Annually, BR Participants that do not appear to meet the eligibility criteria will be asked to submit new documentation. BR Participation is for Participants actively endeavoring to provide brokerage services to buyers and sellers; not simply providing referrals to other NorthstarMLS Participants or operating a web site.

5.2 BR Sites Must Be Under the Control of the Subscriber

NorthstarMLS Rule 12.2(h) requires that a website displaying Broker Reciprocity (BR) listings must be under the control of the BR subscriber (BRS) and must clearly identify the brokerage under which they operate.

NorthstarMLS requires that a BRS site control be both actual and apparent. Actual Control means the subscriber has either built the website or obtained technology for the website from a third party that provides the subscriber final control over the operation of the website. Apparent Control means that a reasonable consumer would conclude that it is under the control of the subscriber.

NorthstarMLS will make the following interpretation when applying this rule:

- The participant's branding is more prominent than that of any other entity and compliant with Department of Commerce requirements for advertising
- The domain name and branding distinguishes the participant from non-participating firms
- The site indicates it belongs to the BRS in all aspects including banners, headlines, disclosures, tabs, text, and contact information. The consumer should not be confused in any respect that it is the BRS's site and the BRS is responsible for the site
- The BRS site cannot be framed within a third party site. The website displaying BR listings must be communicated, in its entirety, as the BRS site.

6. DISCLOSURES REQUIRED ON BR WEBSITES

6.1 Mandatory disclosures. These disclosures are required. With the exception of the copyright notices, the examples that appear here are merely suggestions.

- 6.1.1 Explanation of data source and BR Logo: Under Rule 12.g, your web site must disclose the source of BR data on your site. The following disclosure, appearing with the RMLS-approved logo for Broker ReciprocitySM, will satisfy this requirement:

"The data relating to real estate for sale on this web site comes in part from the Broker ReciprocitySM Program of the Regional Multiple Listing Service of Minnesota, Inc. Real estate listings held by brokerage firms other than [insert firm's name here] are marked with the Broker ReciprocitySM logo or the Broker ReciprocitySM thumbnail logo (little black house) and detailed information about them includes the name of the listing brokers."

- 6.1.2 Accuracy disclaimer on other BRSs' listings: Under Rule 12.m, your web site must display a disclosure indicating that data from other BRSs is "deemed reliable but not guaranteed." Any similar language will be acceptable as an alternative. Some examples of acceptable alternatives:

"The broker providing these data believes them to be correct, but advises interested parties to confirm them before relying on them in a purchase decision."

“Listing broker has attempted to offer accurate data, but buyers are advised to confirm all items.”

- 6.1.3 Copyright notice: Under Rule 12.k, your web site must display RMLS’s copyright notice on any detailed listing data of another BRS. **This notice must appear exactly as in one of these two options:**

Option A: “Copyright nnnn Regional Multiple Listing Service of Minnesota, Inc. All rights reserved.” [Where nnnn is the current year.]

Option B: “© nnnn Regional Multiple Listing Service of Minnesota, Inc. All rights reserved.” [Where nnnn is the current year.] Note, you may not substitute a “c” in parentheses – “(c)” – for the copyright symbol – “©.” If your web site cannot display the copyright symbol, you must use option A and spell out the word “Copyright.”

- 6.1.4 End User License Agreement (EULA): Before consumers are able to see BR data, the EULA must be available for review, and the consumer must assent affirmatively to the terms by clicking a button that prominently says I AGREE. The EULA and requirements are available as Exhibit D of this document and at www.northstarmls.com.

- 6.1.5 The following 2 paragraphs must appear in the websites terms of use, the End User License Agreement, or the IDX disclaimers (the website broker may opt out of this disclaimer but must do so with NorthstarMLS in writing):

Digital Millennium Copyright Act (DMCA) Notices: The Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (the "DMCA"), provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any content or material made available in connection with our website or services infringes your copyright, you (or your agent) may send us a notice requesting that the content or material be removed, or access to it blocked. Notices and counter-notices should be sent in writing by mail to: *Michael Bisping, Director of Customer Relations at Regional Multiple Listing Service of Minnesota, Inc., 2550 University Avenue West, Suite 259S, Saint Paul, MN 55114* or by email to mbisping@northstarmls.com.

The DMCA requires that your notice of alleged copyright infringement include the following information: (1) description of the copyrighted work that is the subject of claimed infringement; (2) description of the alleged infringing content and information sufficient to permit us to locate the content; (3) contact information for you, including your address, telephone number and e-mail address; (4) a statement by you that you have a good faith belief that the content in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (5) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (6) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above information may result in the delay of the processing of your complaint.

6.2 Additional recommended disclosures

- 6.2.1 Less than all the BR Database: If you choose to display less than the entire BR Database, you should disclose this on the web site. For example, a BRS may choose to display only those listings from a particular geographic area, in a particular price range, in a particular property type, etc. A BRS may even choose to exclude listings of some of its competitors. A disclosure is advisable because: 1) The BRS may be advertising the web site as “the most complete compilation of houses for sale on the Internet”; if the BRS is intentionally excluding listings from this “most complete” of compilations, it should disclose that to

consumers to avoid claims that its advertising is not giving a true picture. 2) If the BRS excludes listings without disclosing to consumers, they will note discrepancies between BRS web sites. A disclosure might look like either of these:

"[Your firm's name here] participates in Regional MLS's Broker ReciprocitySM program, allowing us to display other broker's listings on our site. However, [firm name] displays only [listings in Hennepin County][only condominium listings][exceptional properties (with list prices above \$500,000)]."

"[Your firm name] does not display the entire Regional MLS Broker ReciprocitySM database on this web site. The listings of some real estate brokerage firms have been excluded."

6.2.2 RMLS advises that the site include a disclaimer indicating the frequency and days of update. Alternatively, a "Data last updated: xx/xx/xx" on the search page would be effective. This may be wise even if you *do* update daily. For example:

On the data search page: "This data is updated every 24 hours. Some properties which appear for sale on this web site may subsequently have sold and may no longer be available."

On the results page: "This data up-to-date as of [update date]. For the most current information, contact [your firm name, phone number, and e-mail address]."

7 Technical implementation Overview

This section is designed for the technical advisors and contractors. When this section refers to "you," it is referring to such a technical advisor or contractor. When it refers to "your client," it is referring to a broker participating in RMLS and the BR program, which you are assisting in developing a web site. To the extent that this section supplements RMLS's Rules relating to BR, it is a statement of RMLS's policy regarding such matters.

OPTING INTO BROKER RECIPROCITY: Your client is assumed be a BRS unless the Head Broker has indicated non-participation in the program on the NorthstarMLS system. There is no charge for a broker to become a BRS. Your client must continue to participate in the BR Program in order for you to continue accessing MLS data. If RMLS determines that your client has chosen to opt out of the program your data feed will be terminated.

GETTING A DATA FEED: Any BRS may display all or any portion of the BR Database on its own web site, provided it:

- signs and submits the required agreement with RMLS for every URL address;
- participates in the BR program;
- maintains active membership status; and,
- abides by the RMLS Rules and Regulations as well as RMLS policy statements.

LIMITATIONS ON USE: The BR system has been created to encourage those whose principal business is the brokerage of residential real estate to display the most complete, accurate, and up-to-date compilations of listing information on their own web sites. **Any use for any other purpose is STRICTLY PROHIBITED; RMLS will act aggressively to protect its copyrights in the BR Database, to enforce its contractual rights, and to protect listing brokers' listing data from distribution in any way inconsistent with their legitimate business interests.**

RULES AND REGULATIONS: Sections 1.2, 12, 13, and 14 of RMLS' Rules relate to BR and VOWs. Your client will be responsible for any failure to comply with those rules; therefore please review them before building your client's site. The most recent version of this document is available at www.northstarmls.com.

CONTRACTS: Before you will be permitted to display data on any web site, you must sign a contract with your client and RMLS. See www.northstarmls.com for details. **You must submit the contract for each URL address that displays RMLS data.**

ACCESS: The data for BR resides on the RMLS RETS server. The system is RETS 1.5 certified and compliant. RETS info can be reviewed here: <http://www.reso.org>.

LISTING DATA: There are six listing categories: single-family; multi-family; lots & land; farm; commercial; and residential rentals. Each record has a unique MLS number.

8. Active Listing Status

Listings in the Active status may be displayed. The fields available for display are limited. The list of approved IDX display fields is available at NorthstarMLS.com under the Business Partners tab in the Broker Reciprocity section. Listings in Pending status may be displayed (see below). Listing in Sold status may be displayed (within 2 years of sold date), but different display rules apply (see "Sold Content Delivery and Display" in the appendix of this document). Listings in other statuses may not be displayed including TNAS, expired, canceled, and Comp Sold.

9. Pending Listing Status

Effective October 2013, Pending listings may also be displayed on Broker Reciprocity sites. The following rules apply:

- The same display rules apply to Pending listings as Active Listings (photos, tours, data fields)
- Listings in the Pending status should be clearly marked so the consumer is aware the listing is under contract. A recommended site disclosure is, "If a listing is in Pending status, a purchase agreement has been signed by both parties and the property is no longer available for showings."
- Neither the Selling office nor the Selling Agent field is an approved display field on Sold or Pending listings.
- Status and price change history may be displayed on Active and Pending listings (RMLS does not provide status or price history data but it may be tracked by the site). Status and Price change history are not allowed for Sold listings under the Sold Content Delivery and Display policy.
- The Projected Close Date field may not be displayed.

10. Contingency Status (Offer Accepted)

When the Contingency field does not equal "None," the type of contingency must be displayed (i.e. Offer accepted contingent on sale of another property). The type of contingency may be displayed in a separate field but must be displayed when the contingency is noted. The contingency definitions must be available to the consumer (through direct display or link);

- Application Received (For Rental listings only) – A rental application has been received. The property is still available for showing and accepting back-up applications.
- Inspection – A purchase agreement has been accepted, but the agreement is contingent on an inspection. The property is still available for showing and accepting back-up offers.
- Other – A purchase agreement has been accepted for this property. The offer has contingencies that must be resolved before the sale is final. The property is still available for showing and accepting back-up offers.
- Sale of Another Property – A purchase agreement has been accepted for this property, but the sale is contingent on sale of another property. This property is still available for showings and accepting backup offers.
- Subject to Statutory Rescission - A purchase agreement has been accepted. The buyer is allowed a 10 day period to review the association documents before making the

purchase agreement final. The property is still available for showing and accepting back-up offers.

- Third Party Approval – A purchase agreement has been accepted, but final acceptance is dependent on acceptance by a third party. The property is still available for showings and accepting back-up offers.

11. Open Houses

Open House information may be displayed through BR®. The same display rules apply to Open House displays as to any BR® listings (RMLS Rules, Section 12) including:

- Credit to the Listing Broker and to RMLS in a readily readable color and font size at least as large as the font used to display the MLS data
- Consumers must consent to the EULA (End User License Agreement) prior to display
- Broker branding must appear prominently on every page
- Only Public open houses may be displayed (no Broker Opens)
- Must include the following disclaimer: “Open House information is subject to change without warning.”

Open house fields:

columnorder	columnname	datatype	length
1	Open House Remarks	Text	255
2	Open House From Date	DateTime	
3	Open House To Date	DateTime	
4	Open House Type	Char	1

12. For Rent Listings

For Rent listings may be displayed through BR® (TransactionType=ForRent). The same display rules apply to For Rent listings as apply to For Sale listings including:

- Credit to the Listing Broker and to RMLS in a readily readable color and font size at least as large as the font used to display the MLS data
- Consumers must consent to the End User License Agreement prior to display of data
- Broker branding must appear prominently on every page
- Only Active For Rent listings may be displayed (no expired, pending, TNAS, or Rented)
- Display of Rent listings may not be co-mingled with For Sale listings or any non-MLS listings.

New display fields for the rental listing type:

columnorder	columnname	datatype	length
209	ApplicationFee	SQLNUMERIC	19
210	AvailableDate	SQLDATETIM4	4
211	BackgroundCheckReq	SQLCHAR	1
212	ForSaleMLNumber	SQLCHAR	15
213	Furnished	SQLCHAR	1

214	Laundry	SQLCHAR	1
215	MinLeaseMonths	SQLSMALLINT	2
216	OtherDepositsFees	SQLCHAR	100
217	PayAssociationFee	SQLCHAR	1
218	PayCable	SQLCHAR	1
219	PayElectric	SQLCHAR	1
220	PayGas	SQLCHAR	1
221	PayHeat	SQLCHAR	1
222	PayTrash	SQLCHAR	1
223	PayWater	SQLCHAR	1
224	PrePaidRent	SQLCHAR	1
225	RentMonthlyListed	SQLNUMERIC	19
226	SecurityDeposit	SQLNUMERIC	19
227	SmokingPermitted	SQLCHAR	1

Existing fields with different uses for rentals:

ListedMonthlyRent – available in the current ListPrice field

Style - Add Apartment (APART), Duplex Side x Side (SxS), Duplex Up and Down (UPNDN), Triplex (3PLEX), Fourplex (4PLEX)

13. Comply with home owner preferences

BR websites must comply with 4 fields that represent home owner preferences.

Advertising Selection – Y/N If the consumer selects Advertising = No, the listing may not be displayed on any internet website

Display Address – Y/N If the consumer selects Display Address = No, the listing may be displayed but the address of the listing may not.

Allow Auto Valuation Display – Y/N If the consumer selects No, the listing may not appear with any auto valuation product.

Allow Consumer Comment – Y/N If the consumer selects No, the listing may not appear where the consumer is allowed to comment on the listing.

14. DOWN PAYMENT RESOURCE (SM)

The Down Payment Resource (DPR) icon may be displayed for listings that qualify. Display of the DPR icon is optional. RMLS rule 12 details the requirements for displaying the icon:

- If displayed the icon must be displayed for all listings for which DPR is potentially available.
- The approved icon is the only icon that may be used.
- The icon may not be larger than the BR logo
- At a minimum, the text “Down Payment Assistance” must be displayed either next to the icon or in the “Alt tag” of the icon.

- Other explanatory text may be added but must not state that the listing **is** eligible for DPR, only that it **may be** eligible for DPR.

15. Days on Market & Cumulative Days on Market

Effective October 2013, the Days on Market (DOM) and Cumulative Days on Market (CDOM) fields may be displayed on Broker Reciprocity Sites. The following rules apply:

- To support the display of DOM and CDOM, the following fields are also available for display:
 - List Date
 - Off Market Date
- If a site displays CDOM, an explanation of CDOM should also be available (by link or notation). A recommended explanation is:
CDOM is Cumulative Days On Market. This is the total number of days the property has been active on the market with the current owner. Ask your agent for details.

16. Auction Listings

Use the AuctionYN field to determine if your site will display auction listings. If Auction = Yes, then display the listing as an Auction and include the Auction Type. There are 4 types of Auctions on NorthstarMLS in the AuctionType field – Absolute, Minimum Bid, Reserve, and NA.

IMPORTANT: If you display auction listings, the list price of a RESERVE, ABSOLUTE or NA Auction Type is \$1. That should not be displayed as the list price. NorthstarMLS converts the \$1 list price to a display of AUCTION. The list price of a Minimum Bid auction is the Minimum bid that must be made at auction.

17. ListTrac

RMLS has partnered with ListTrac to provide members with real-time online analytics related to their listings. RMLS requests that the ListTrac monitoring code be included in the listing detail page on your site. Please register using the following link:

<http://listtrac.com/admin/register>

After logging in, you will be directed to a Developers area that guides you through the implementation steps. If you have any technical questions related to the implementation, please contact ListTrac directly at support@listtrac.com.

- **Appendix A – Broker ReciprocitySM logo use license and guidelines**

On the following page is the official Broker ReciprocitySM logo use policy and license. This page provides a simplified summary. To the extent that the terms of the official policy differ from those in this summary, the official policy governs.

SUMMARY OF POLICY PROVISIONS:

This summary examines the official policy section-by-section.

- BRSs can use the BR service mark/logo (the “Logo”). This policy only controls the use of the Logo (not real estate firm logos, etc.).
- You have to be an MLS subscriber and a BRS to use the Logo.
- You can’t modify the Logo without RMLS’ permission.
- You have to show RMLS how you’re using the Logo if we ask.
- RMLS is the owner of the Logo – period.
- You have to be doing business legally and in compliance with RMLS rules to use the Logo.
- If we’re sued because of your use of the Logo, you reimburse us for defense costs and damages.
- If you stop being a BRS or MLS subscriber, or if we tell you you’re violating this policy, you must immediately stop using the Logo.
- If you aren’t authorized to use the Logo any more, RMLS can require that you recall and destroy any materials on which the Logo appears.
- If you aren’t authorized to use the Logo any more, you can’t adopt another logo for yourself that’s confusingly similar to the Logo. (If you want to know what confusingly similar is, talk to your lawyer.)
- If we have to take you to court to enforce this policy, you agree to pay all our reasonable costs. You agree that we can get an injunction against you, if necessary.

REGIONAL MLS POLICY STATEMENT

USE OF BROKER RECIPROACITY LOGO/MARK

The RMLS Broker reciprocity logo/service mark (the “Mark”) is a service mark owned by Regional Multiple Listing Service of Minnesota, Inc., a Minnesota corporation (“RMLS”). RMLS has the sole right to authorize use of the Mark in connection with real estate brokerage and/or advertising services. Each participant (“Subscriber”) in the RMLS Broker Reciprocity Program (the “Program”) and each member of RMLS understands and agrees that a Subscriber, and only a Subscriber, in the Program is permitted to use the Mark, and such license to use the Mark is subject to compliance with the following terms and conditions:

1. The Mark may be used solely by Subscribers who are in good standing under the Program guidelines as published and amended from time to time by RMLS.
2. The Mark shall be used only in the exact form authorized by RMLS, without any alteration, addition, deletion or other modification in design or color. RMLS will provide digital and/or camera-ready art for reproduction of the Mark in black and white.
3. The Subscriber shall from time to time, upon request of RMLS, provide RMLS with samples of materials bearing the Mark to verify proper use of the Mark.
4. RMLS is the owner of the Mark and shall retain all ownership rights and interests in the Mark, including without limitation any registrations and/or applications to register the Mark.

5. The Subscriber shall comply with all bylaws and rules and regulations of RMLS, as well as all applicable laws and governmental regulations, and obtain all necessary governmental approvals and permits, pertaining to the conduct of the business in connection with which the Mark is used.
6. The Subscriber shall indemnify, defend and hold RMLS harmless from and against any loss, liability, damage, cost or expense (including without limitation attorneys' fees) arising out of or relating to any claims or suits which may be brought or made against RMLS by reason of the Subscriber's use of the Mark.
7. The Subscriber's right to use the Mark shall automatically terminate at any time the Subscriber ceases to be a Subscriber or a member in good standing of RMLS, or upon written notice by RMLS in the event the Subscriber shall violate any provision of this Policy Statement.
8. Upon termination of the Subscriber's right to use the Mark for any reason, the Subscriber shall immediately discontinue all use of the Mark. RMLS may demand that the Subscriber recall and destroy goods and marketing materials bearing the Mark. RMLS reserves the right to inform its members and the public that the Subscriber is no longer entitled to use the Mark.
9. Upon termination of the Subscriber's right to use the Mark for any reason, the Subscriber shall not thereafter adopt or use any name, mark, logo or other designation that is a colorable imitation or is likely to be confused with the Mark.
10. RMLS shall be entitled to collect from the Subscriber the costs and expenses (including without limitation attorneys' fees) of enforcing this Policy Statement against the Subscriber. In addition, in the event of any violation of this Policy Statement, RMLS shall, in addition to all other legal and equitable rights and remedies, have the right to an injunction (without the necessity of posting a bond or other security) against the violator enforcing this Policy Statement.

Appendix B - Broker Reciprocity Policy Addendum

Sold Content Delivery and Display

Delivery of Sold Content

In addition to the active data elements (the “active content”) of RMLS’s database that are currently provided to broker-members through RMLS’s Broker Reciprocity (“BR”), RMLS will provide to BR recipients certain sold data elements (the “sold content”). The sold content will be combined with and incorporated into RMLS’s existing standard BR download, which will only be available to those broker-members who have signed a RMLS Broker Reciprocity Contract and been approved by RMLS. Sold content will be available for all property types:

- Single Family
- Multi-Family
- Lots and Land
- Farms
- Commercial/Mixed Use

Delivery Method

Sold data for this purpose will be delivered via RMLS’s Real Estate Transaction Standard (“RETS”) system.

Display of Sold Content

In addition to displaying active content on their websites, BR Members may also display sold content. BR Members may publish on their website information about all sold listings (i.e., those that have closed and have been reported as sold in RMLS’s on-line database, reflected as “Sold” or “Comp Sold” status), not including those designated “Advertising: No” when they were active. (In addition, those designated “Display Address: No” when they were active may not have their address displayed after reported as sold.) BR Members may not display TNAS, expired, or cancelled content on their websites.

BR Members may display only the fields listed in Attachment A for sold and comp sold listings.

Furthermore, no BR Member shall display any sold content that is more than three years old (although BR Members may display less than three years of sold content, at their discretion).

CMA or Appraisals Required Disclaimer

BR Members may provide an on-line estimate of the value of property, but in no event may the estimate use anything other than active and sold content or be called a comparative (or competitive) market analysis, CMA or an appraisal. BR Members may call the estimate an estimate, an estimated value, an estimated property value, or similar.

All listing detail displays and market estimates must include the following disclaimer:

This home sale information is not an appraisal, competitive or comparative market analysis, CMA or home valuation.

Nothing in RMLS’s Data Download Policy shall be construed to prohibit a potential seller from asking a member or a subscriber from performing a comparative or market analysis off-line.

Other RMLS Rules Apply

All other RMLS Rules apply to the display of sold content by BR members, including the general rules governing the republication of RMLS data and content on the Internet (see Rules Section 12). For example and without limiting the force or effect of RMLS’s other rules, republication of the sold content shall require use of RMLS’s Broker Reciprocity logo and an explanation of its meaning, and search results that identify sold listings must include a disclaimer of liability for inaccuracy in the information displayed.

Sold Content Delivery and Display

Fields That May Be Displayed on Sold Listings

SFR=Single Family Residential MFR=Multi-Family Residential LL=Lots & Land
 U_MFR=Multi-Family Residential Units Info CMU=Commercial/Mixed Use

SFR, MFR, LL, CMU	List Office Name (required)
SFR, MFR, LL, CMU	Primary Photo
SFR, MFR, LL, CMU	Street Address
SFR, MFR, LL, CMU	Municipality
SFR, MFR, LL, CMU	State
SFR, MFR, LL, CMU	Zip Code
SFR, LL	Fire Number
SFR, MFR, LL, CMU	Status
SFR, MFR, LL, CMU	Sale Price
SFR, MFR, LL, CMU	Sold Date
SFR, MFR, LL, CMU	MLS Number
SFR, MFR, LL, CMU	Property Type
SFR, MFR, LL, CMU	County
SFR, MFR, LL, CMU	MLS Area
SFR, MFR, LL, CMU	School District
SFR, MFR	Style
SFR, MFR, CMU	Year Built
SFR, U_MFR	Total Bedrooms
SFR, U_MFR	Total Bathrooms
SFR, MFR, CMU	Garage Stalls
SFR, MFR, LL, CMU	Acres
SFR, MFR, CMU	Lot Size
SFR, MFR, LL, CMU	Parcel ID Number
SFR, MFR, LL, CMU	Latitude
SFR, MFR, LL, CMU	Longitude

Appendix C - Data Access Policy

September 7, 2001, Amended May 3, 2002, November 1, 2002 and November 5, 2003

Definitions:

Authorized User: Participant, P/S Contractor, P/S Employee or Third Party accessing the RMLS Database for the limited activities authorized under the licensing agreement. Any unauthorized uses are prohibited.

Basic Access: Access to the RMLS Database via the NorthstarMLS.com web browser interface, including any ability to download listing data available via this interface.

BR Data Access: Access to the RMLS Database via any means established by RMLS for use by Participants under Section 12 of the Rules (relating to Broker Reciprocity SM).

Custom Access: Access to the RMLS Database via any means other than Basic Access, BR Data Access or RETS Access. (This includes but is not limited to API access.)

Indirect Access: Access to the RMLS Database from servers maintained by an Authorized User.

P/S Contractor: An entity that provides business services or products to or on behalf of a single Participant.

P/S Employee: An employee of a Participant or Subscriber.

Participant: Participant shall have the meaning given to it in Section 2.1 of the RMLS rules and regulations.

RETS Access: Access to the RMLS Database via the RETS server on NorthstarMLS.

RMLS Database: The database(s) of listings, office information, agent information and other real property data maintained by RMLS, or any part thereof.

Rules: The rules, regulations, enforcement guidelines and operating procedures of RMLS, as they are amended from time to time.

Subscriber: Any appraisal or real estate brokerage licensee affiliated with a Participant and for whom the Participant pays the MLS fees set forth by the Realtors® Association from which the Participant purchases RMLS's multiple listing services.

Third Party: Any entity that provides or desires to provide business services or products to or on behalf of more than one Participant. Data Access Policy Page 2

Access by Participants, Subscribers and their employees

To the extent Participants, Subscribers and P/S Employees are entitled to access the RMLS Database, their use is subject to the RMLS Rules, including all provisions prohibiting redistribution for any purposes other than those set forth in the Rules. Participants, Subscribers and P/S Employees are entitled to Basic Access at no additional charge from RMLS.

Participants are entitled to Custom Access, Indirect Access and RETS Access provided they pay the fees set forth in the RETS Access Fee Schedule below.

- *Support provided by RMLS staff to resolve issues not related to a RETS upgrade is billed at \$150/hr.*

Access by Contractors and Third Parties

Access by P/S Contractors and Third Parties under this policy is limited to access for the purpose of redistributing the RMLS Database or products or services derived from it, only to Participants, Subscribers, and P/S Employees. Any other use is prohibited. Access is always subject to the Rules.

RMLS may provide Basic Access, BR Data Access, RETS Access, and Custom Access to P/S Contractors. Any access by a P/S Contractor is subject to the following terms:

- The P/S Contractor and the Participant or Subscriber on whose behalf the P/S contractor is working each sign an access agreement with RMLS, which provides, among other things, that the Participant or Subscriber is surety for the contractor's performance under the agreement.
- The P/S Contractor does not provide products or services relating to the RMLS Database to more than one Participant firm. (If it provides products or services to more than one firm, it is a Third Party, and the rules below apply.)
- If the P/S Contractor receives RETS Access, Indirect Access, or Custom Access the Participant or Subscriber on whose behalf it is working agrees to pay the fees set forth in the Optional Access Fee Schedule below.
- The P/S Contractor will agree to such other assurances and provisions as RMLS management may in its judgment deem necessary in the access agreement.

RMLS may provide Basic Access, BR Data Access, RETS Access, and Custom Access to Third Parties. Any access by a Third Party is subject to the following terms:

- The Third Party signs an access agreement with RMLS.
- The Third Party pays in advance for all services received.
- If the Third Party will provide Custom Access, Indirect Access or RETS Access to Participants or Subscribers, it will pay the fees specified below.
- If the Third Party will produce copyrightable works derived from the RMLS Database or based on the RMLS Database, it will agree to assign the copyrights in all such works to RMLS, which will license them back to the Third Party only for Indirect Distribution during the term of the access agreement.
- If the Third Party will produce works that contain statistical summaries of any part of the RMLS Database, the Third Party agrees to disclose its methodology for such summaries to RMLS in advance and agrees to permit RMLS to perform an audit of the summaries based upon the methodology.
- The Third Party will agree to such other assurances and provisions as RMLS management may in its judgment deem necessary in the access agreement.

- If Custom Access or Indirect Access is used Participant, P/S Contractor or Third Party hosting the RMLS Database or any portion thereof agree to provide RMLS with free access.
- A list of users must be provided at the request of RMLS and at least annually.
- All RETS Access queries must be limited to 2500 records per timed download between the hours of 7:00 A.M. and 7:00 P.M.
- **Support provided by RMLS staff to resolve issues not related to a RETS upgrade is billed at \$150/hr.*

Development Fee	Start-up Fee (due when moved to production)	Monthly Fee (Billed Quarterly)
\$1,000.00	\$500.00	<u>IDX/VOW Data</u> 1-9 users: \$20 per user 10-100 users: \$200 flat fee 101 + users: \$300 flat fee <u>Other Uses</u> 1-9 users: \$100 10-100 users: \$250 101+ users: \$400

Appendix D – End-User License Agreement for consumers accessing public MLS and broker web sites, including Broker Reciprocity sites

Introduction

To satisfy the requirements of RMLS policy (1) This agreement must be available to consumers before they are able to see the IDX data and must be available for review at the beginning of each visit by the consumer. (2) The consumers must assent affirmatively to the terms by clicking a button that prominently says I AGREE. (3) Failure of a consumer to assent to the terms must result in no further access to the data for that consumer.

This can be done unobtrusively by putting a link near the 'Search' button on the search page. The link could say "I have read and agree to the terms of the license agreement" (with "license agreement" linked to the full text of the EULA). The language used in the agreement must be exactly the language presented below, unless RMLS approves alterations in writing in advance.

Required Agreement text

The following terms and conditions govern all access to and use of this site. You accept, without limitation or alteration, all the terms and conditions contained herein. THIS AGREEMENT IS A BINDING CONTRACT AND INCLUDES TERMS THAT LIMIT YOUR LEGAL RIGHTS AND LICENSORS' LIABILITY TO YOU. CONSULT YOUR ATTORNEY BEFORE AGREEING IF YOU DO NOT UNDERSTAND ANY OF THE TERMS HERE.

End-User License Agreement

This End-User License Agreement ("EULA") is a legally binding contract between you; and the owner of this site, **[broker firm name]** ("Broker"); and Regional Multiple Listing Service of Minnesota, Inc., d/b/a NorthstarMLS and NorthstarMLS.com ("RMLS"); and the developer of this site, **[web site vendor firm name; delete this clause if there is not vendor firm]** ("Developer"). (Collectively, Broker, RMLS, and Developer are the "Licensors.")

You seek access to real estate listings that are made up of factual information and creative content. This "Licensed Content" appears on this "Licensed Site." Licensors wish to grant you access to the Licensed Site, but use of this information is limited by the terms of this license.

In consideration of the mutual covenants contained herein, you and Licensors hereby agree as follows:

1. **Access permitted.** Licensors agree to provide you online access via the World-Wide-Web to the Licensed Content and the Licensed Site for the duration of the current viewing session. You acknowledge that you will be required to execute a new EULA upon your next visit to the Licensed Site. You agree not to attempt to access the Licensed Site after the termination of this EULA.
2. **Acknowledgement of Title.** You acknowledge that all right, title, and interest in the copyrights and other intellectual property rights in the Licensed Site and the Licensed Content reside at all times in Licensors and their licensors.

The trademarks, logos, and service marks (collectively the "Marks" or "Mark") appearing on the Licensed Site are registered and unregistered marks of Licensors and others. Neither this EULA nor the Licensed Site grants you any right to use any Mark displayed on the Licensed Site or any other Marks of Licensors.

3. **License.** Licensors hereby grant you a revocable, limited, nonexclusive license during the term of this EULA to duplicate, distribute and display the Licensed Content and the Licensed Site, solely for your personal, non-commercial use, and subject to the limitations set forth in this EULA. Licensors grant nonexclusive licenses and not exclusive licenses or assignments. All rights not expressly granted in this EULA are reserved.
4. **Limited Use.** You will not:
 - (a) Use the Licensed Site, Licensed Content, or both for any purpose other than a personal, non-commercial one;
 - (b) Disclose any of the Licensed Content, including factual content, to any third party except in furtherance of your personal real estate transaction, and then only to the extent necessary;

- (c) Gather, or attempt to gather, by any automated means, including "screen scraping" or "database scraping," factual content or any other portion of the Licensed Content from the Licensed Site; or
- (d) Employ the Licensed Content, the Licensed Site, or both for any unlawful purpose.

5. **License revoked.** Your license to use the Licensed Content and the Licensed Site is immediately revoked, without notice from Licensors, in the event that you breach any provision of this EULA.

6. **General terms.**

- (a) **Term and termination.** Any party may terminate this EULA upon notice to another. In the event of termination, all licenses hereunder immediately terminate, and you agree to discontinue accessing and attempting to access the Licensed Site. The terms of sections 2, 4, and 6 of this EULA shall survive its termination.
- (b) **Disclaimer of warranties.** LICENSORS PROVIDE THE LICENSED SITE AND LICENSED CONTENT ON AN "AS IS," "AS AVAILABLE" BASIS. LICENSORS MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE LICENSED CONTENT. YOU ARE ADVISED THAT FACTUAL MATERIAL IN THE LICENSED CONTENT, THOUGH DEEMED RELIABLE, MAY CONTAIN ERRORS AND IS SUBJECT TO REVISION AT ALL TIMES. YOU ARE ADVISED TO CONFIRM ALL FACTUAL MATERIAL UPON WHICH YOU INTEND TO RELY IN ANY TRANSACTION. THE LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE LICENSED SITE AND THE LICENSED CONTENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Possible errors in the Licensed Content include, but are not limited to, incorrect measurements, improper classification of rooms and features according to local zoning codes, incorrect status with regard to availability for sale, incorrect photograph, and incorrect information about improvements.
- (c) **Limitations and exclusions of liability.** UNDER NO CIRCUMSTANCES SHALL THE LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE LICENSED SITE, THE LICENSED CONTENT, OR BOTH. YOUR SOLE REMEDY, IN THE EVENT THE LICENSORS OR ANY ONE OF THEM BREACH THIS EULA, SHALL BE TO TERMINATE THIS EULA. IN THE EVENT THE LIMITATIONS SET FORTH IN THE PRECEDING TWO SENTENCES ARE HELD BY ANY COURT TO BE UNENFORCEABLE, LICENSORS SHALL NOT IN ANY EVENT BE LIABLE TO YOU OR ANYONE ELSE FOR DAMAGES OF ANY KIND IN EXCESS OF \$500.
- (d) **Indemnification.** You will defend, indemnify and hold the Licensors harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the Licensors arising from any of your acts, including without limitation violating this or any other agreement or any law.
- (e) **Assignment.** You may not assign or delegate this EULA or any obligations, rights, or duties hereunder. Any attempted or purported assignment or delegation in contravention of this section is null and void.
- (f) **Integration and severability.** This EULA contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject matter hereof. Each provision of this EULA is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.

(g) **Governing law.** This EULA shall be governed by, and construed in accordance with, the laws of the State of Minnesota applicable to contacts made and performed in Minnesota, but without regard to the choice of law and conflicts of law provisions thereof. The parties hereby agree that any dispute under this EULA shall have its forum in the state or federal courts located in Ramsey County, Minnesota, in the United States of America, and the parties hereby consent to personal jurisdiction therein and expressly waive any defenses to personal jurisdiction, including *forum non conveniens*