

INTERNET DATA EXCHANGE DOWNLOAD AGREEMENT FOR LICENSEE/SALES AGENT

_____ (*Consultant*) hereby agrees as follows:

- 1. Grant of License:** Northwestern Wisconsin Multiple Listing Service, Inc (NWWMLS) hereby grants Consultant a license to electronically transfer information from the NWWMLS database to Consultant's own database (download) **for the sole purpose of providing Internet Data Exchange (IDX) services to NWWMLS Licensee/Sales Agent. Any other use of photos, data or other information in the database is expressly prohibited.**
- 2. Information to be Retained by Consultant subject to NWWMLS Rules:** Consultant agrees to retain possession of all information transferred pursuant to this Agreement, and further agrees that all NWWMLS Rules will continue to apply to such information, even though it may be processed by Consultant for Licensee/Sales Agent's web site in a format different than it appears on NWWMLS' online system.
- 3. Downloading Procedure:** The process and procedure for downloading shall be by such equipment and procedure as may be determined by NWWMLS from time to time in its sole discretion. Any expenses incurred for downloading will be the sole expense of Consultant and NWWMLS will have no liability for unsuccessful downloads. **The NWWMLS will charge the Licensee/Sales Agent \$50 for setting up the data feed to the Consultant; payment must be submitted with this agreement*.**
- 4. Republication of Database:** Consultant may republish all or a portion of NWWMLS database in strict compliance with NWWMLS then current rules on a public internet web site controlled by Licensee/Sales Agent and clearly advertised as Licensee/Sales Agent's internet web site. Any other use of the database by Consultant or NWWMLS Licensee/Sales Agent is prohibited.
- 5. Right to Terminate License:** NWWMLS shall have the right at any time and in NWWMLS' sole discretion to terminate the right to transfer information (download) forthwith upon written notice to Consultant. Consultant agrees to cease downloading upon receipt of such notice.
- 6. Order of Signatures to Agreement:** Licensee/Sales Agent, Consultant, Participant, and NWWMLS shall sign this agreement.

Dated this _____ day of _____, 20_____

CONSULTANT:

Print Name _____ Signature: _____

Company _____ Address _____

Phone: _____ Email: _____

LICENSEE/SALES AGENT:

Print Name _____ Signature: _____

Phone: _____ Email: _____

Licensee/Sales Agent's URL: <http://www>. _____

MLS PARTICIPANT'S SIGNATURE: _____

(Must be signed by MLS Participant or Managing Broker)

The MLS will not provide access to a User for a download unless this agreement is signed by the MLS Participant and payment of \$50 to NWWIMLS is submitted with agreement.

MLS Staff Use Only: **NWWMLS Representative:** _____