

Section 9.2 Service Not Responsible for Accuracy of Information; Indemnity. The data and information contained in any Service Compilation are set forth verbatim therein, without change by the Service, as Filed with the Service by the Participants and/or their affiliated Subscribers. The Service does not, and has no obligation to, verify the completeness or accuracy of any data or information Filed with it, and the Service disclaims any responsibility or liability for the accuracy or completeness of any of such data or information. Each Participant and/or its affiliated Subscribers, by using the services of the Service, acknowledges and agrees to the foregoing disclaimers and agrees to indemnify the Service and to hold the Service harmless from and against any liability, damage, cost and expense arising from any inaccuracy or inadequacy of any of the data and information Filed by or on behalf of that Participant and/or its affiliated Subscribers or arising from or based on the use or publication of such data or information by the Service.

Section 9.3 Access to Comparable and Statistical Information. Upon written request, the Service, in its discretion, may grant Comparable Access (as defined in Section 19.1 below) to (i) real estate professionals who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development or building activities, but who do not Participate fully in the Service within the meaning of these Rules and Regulations and (ii) real estate assessors for cities and towns in the State of Connecticut, in their capacities as such. The Service may grant Comparable Access on such terms and conditions, including the payment of fees and charges, and with the imposition of such fines, as may be set forth from time to time in Attachment A of these Rules and Regulations. The terms and conditions on which the Service may grant Comparable Access need not be identical for all classes or groups eligible to request such grant. The data and information made available under this Section 9.3 are for the exclusive use of (a) the qualifying real estate professionals identified in clause (i) above and for the individuals affiliated with such professionals who are also actively engaged in one or more branches of the real estate business identified in clause (i) and (b) qualifying real estate assessors for cities and towns in the State of Connecticut, in their capacities as such, and none of such data or information may be transmitted, retransmitted or provided or made available in any manner to any other individual or entity.

Article 10 - Ownership of the Service Compilation and Copyrights

Section 10.1 Grant of Authority. By Filing any property Listing content or information with the Service, a Participant represents and warrants that the Participant, without the necessity of any further consent or approval, has been authorized to grant, and thereby does grant, authority to the Service to include the property Listing content and information in the Service Compilation Copyright to the Service Compilation and any manifestation thereof (including without limitation any MLS Publication), irrespective of medium, form or format, shall be vested and remain in the Service.

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Section 10.2 Copyright. All right, title and interest in and to each copy of every MLS Publication and any other manifestation of any Service Compilation, and in and to the copyrights therein, shall at all times be and remain vested in the Service.

participant may not download or frame 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 as instructed by the seller.

Section 12.2 Participation

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. This requirement can be met by maintaining an office or Internet presence from which participants are available to represent real estate sellers or buyers (or both).

Section 12.2.1

Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 12.2.2

Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent “scraping” or other unauthorized accessing, reproduction, or use of the MLS database.

Section 12.2.3

Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

Section 12.2.4

Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing brokers, type of listing (e.g. Exclusive Right to Sell or Exclusive Agency) or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant.

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Deleted: Examples include property type (“condos,” “single family detached,” “multi-family,” etc.), price, or location (“downtown”).

Section 12.2.5

In accordance with Connecticut Real Estate Commission rules and regulations, Participants and Subscribers must refresh all MLS data at least once every three (3) days.

Section 12.2.6

Except as provided in these rules, an IDX site or a participant or user operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.

1. I certify that I am affiliated with the Participant listed above and that I am 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. I agree as a condition of participation in the MLS to abide by all relevant bylaws, rules and regulations and other obligations of participation, as amended from time to time, including payment of fees and fines. Under the current rules, the maximum fine that can be imposed is in the amount of \$5,000. I understand that CTMLS follows the multiple listing policies established by the National Association of REALTORS® which are available at www.realtor.org. I understand that the Participant will be provided with notice of amendments to the Bylaws and Rules & Regulations as they are amended, and I agree that my continued use of MLS services after the Bylaws and Rules & Regulations are amended constitutes my agreement to be subject to the Bylaws or Rules & Regulations as amended.

3. I further agree to be bound by the Code of Ethics on the terms and conditions established in the *Code of Ethics and Arbitration Manual*, including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS® in accordance with the established procedures of the local board/association where the complaint or contractual dispute is filed.

Deleted: I understand that a violation of the Code of Ethics or failure to remain a member in good standing of my local association may result in suspension or termination of MLS rights and privileges

4. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 25 of this Agreement.

5. 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 Database available for access by Sales Licensee, and Sales Licensee 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.

6. License Grant. MLS hereby grants to Sales Licensee a limited, non-exclusive, and personal license to use Listing Content only for purposes and as expressly allowed under Sales Licensee's certification or licensure, the Rules and Regulations, and any applicable License Agreement. Sales Licensee agrees to take all reasonable steps to protect the MLS Database and Listing Content from unauthorized access, copying, or use.

7. Intellectual Property Ownership. Sales Licensee acknowledges and agrees that 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. Sales Licensee hereby irrevocably assigns to MLS any and all rights which it may have or acquire in and to the MLS Database.

a. Sales Licensee acknowledges and agrees that the Listing Content, and all copies, modifications, enhancements, and derivative works of the Listing Content, are proprietary, confidential, original works of authorship of MLS, or have been assigned or licensed to MLS, and are protected under United States copyright, trademark, and trade secret laws of general applicability.

b. Sales Licensee acknowledges and agrees that all right, title, and interest in and to the Listing Content, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with MLS or its licensors. Sales Licensee hereby irrevocably assigns to MLS any and all rights not assigned to Broker which it may have or acquire in and to the Listing Content. Nothing in this Agreement or the Rules and Regulations shall be deemed to convey to Sales Licensee an interest in or to the MLS Database or Listing Content, but only a limited right of access and use, revocable in accordance with the terms of this Agreement.

c. Sales Licensee agrees not to challenge MLS's rights in and to the Listing Content or the MLS Database or to take any action inconsistent with the provisions of this Section 7 of this Agreement. Sales Licensee 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 Listing Content and the MLS Database.

d. Without limiting the generality of this Section 7.d, Sales Licensee acknowledges and agrees that MLS may license, or otherwise grant rights in or to the MLS Database or any or all of the Listings included in the MLS Database, including any and all Listing Content, to any third party for any lawful purpose

- e. There is no claim, litigation or proceeding pending or threatened with respect to the Listing Content for any Broker's Listing.

14. Submission of Listings. As a material condition to accessing the MLS Database, Sales Licensee agrees to submit to MLS on behalf of Broker, all Listings for properties listed for sale by Sales Licensee, in accordance with, and except as otherwise provided in, the Rules and Regulations. MLS may refuse to accept or include in, and may remove from, the MLS Database, any Listing, or any Listing Content, or may require Sales Licensee, on behalf of Broker, to direct MLS to modify any Listing Content, as provided under the Rules and Regulations or if MLS determines, in its sole discretion, that any such Listing Content may violate or infringe upon the rights of a third party. Notwithstanding the foregoing sentence, except as provided in the Rules and Regulations, Sales Licensee acknowledges that MLS has no obligation to remove or modify any Listing or Listing Content. MLS grants to Sales Licensee a limited, non-exclusive, personal license to input Listing Content in the MLS Database, and modify such Listing Content, only on behalf of Broker and strictly in accordance with the terms and conditions of this Agreement and the Rules and Regulations. Sales Licensee acknowledges and agrees that any Listing or Listing Content, or any prospective Listing or Listing Content, submitted to MLS may be accessible by other users of MLS's multiple listing service, and MLS shall have no liability to Sales Licensee for providing such other users access to any Listing or Listing Content, or any prospective Listing or Listing Content.

15. Confidential Information. Any information provided by MLS to any Sales Licensee, including without limitation, any password to the MLS Database, any printouts of the MLS Database as provided under this Agreement, and all Listing Content, including personal information of a Seller (collectively "Confidential Information") shall be maintained by Sales Licensee as confidential and available exclusively for use by the Sales Licensee as provided in this Agreement. Sales Licensee shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. Sales Licensee shall not disclose any Confidential Information pursuant to a court order or as required by law until Sales Licensee has given MLS ten (10) days prior written notice and an opportunity to oppose such disclosure. Notwithstanding the foregoing, Sales Licensee may disclose Listing Content for individual Listings strictly in accordance with this Agreement and the Rules and Regulations.

16. Additional Representations and Warranties of Sales Licensee. Sales Licensee represents and warrants the following to MLS: (a) Sales Licensee is a real estate Sales Licensee licensed and in good standing; (b) Sales Licensee is a member of a Board in good standing; (c) Broker has consented to Sales Licensee entering into this Agreement; (d) this Agreement, when executed by Sales Licensee, will be valid, binding and enforceable with respect to Sales Licensee in accordance with its terms; (e) the provisions of the services provided under this Agreement and the fulfillment of Sales Licensee's obligations as contemplated under this Agreement are proper and lawful; (f) Sales Licensee is not and shall not be under any disability, restriction or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement.

17. Compliance with Governing Rules and Agreements.

a. By entering into this Agreement, Sales Licensee 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 Sales Licensee's obligations under this Agreement, the Rule and Regulations, as may be amended from time to time by MLS, the applicable Board Rules and Regulations. ~~In addition to all other rights and remedies available to MLS under this Agreement and the Rules and Regulations, Sales Licensee acknowledges that MLS may levy fines against Sales Licensee for noncompliance with the Rules and Regulations as provided in the Rules and Regulations. A copy of the then-current version of the Rules and Regulations is available upon request.~~

Deleted: , and the Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS®

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.

18. 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.