

# Vendor RETS Order Form

Please complete this order form and return it along with a check, money order or credit card authorization, and your signed Participant Data Access Agreement.  
Midwest Real Estate Data LLC, 2443 Warrenville Road, Suite 600, Lisle, IL 60532  
Email: [orders@mredllc.com](mailto:orders@mredllc.com)

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

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

Reason For Use: \_\_\_\_\_

### Payment Method

### License Type Annual Fees

Check or Money Order made payable to MRED.  
**NOTE: All Vendors using a credit card for payment will be charged a 2.5% administrative fee on the transaction amount.**

**Note:** Vendors are required to submit monthly reports which include agent names, agent ID numbers, office names, office ID numbers and client URLs. Rates are subject to change as number of clients increase.

Credit Card – fill out information below.



Up to 10 Clients (Active Data Only)	\$2,000	<input type="checkbox"/>
11-100 Clients (Active Data Only)	\$5,000	<input type="checkbox"/>
Over 100 Clients (Active Data Only)	\$7,500	<input type="checkbox"/>
Up to 10 Clients (w/Off-Market Data)	\$4,000	<input type="checkbox"/>
11-100 Clients (w/Off-Market Data)	\$10,000	<input type="checkbox"/>
Over 100 Clients (w/Off-Market Data)	\$15,000	<input type="checkbox"/>

\_\_\_\_\_

Credit Card Number

\_\_\_\_ / \_\_\_\_

Expiration Date

Vendor Acknowledgement \_\_\_\_\_ Date \_\_\_\_\_

MIDWEST REAL ESTATE DATA, LLC ("MRED")  
VENDOR LICENSED CONTENT AGREEMENT

Licensee: \_\_\_\_\_

LICENSEE

MIDWEST REAL ESTATE DATA, LLC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

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

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

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

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

**Notices:**

Licensee Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Midwest Real Estate Data  
2443 Warrenville Rd., Suite 600  
Lisle, IL 60532

Attn: \_\_\_\_\_

Attn: Chief Executive Officer

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

rebecca@mredllc.com

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

Fee: As identified in the Order Form

**Purpose and Use:**

- VOW Display (subject to MRED's VOW Rules)
- Back-Office in a Brokerage for Internal Use Only (not for display) – Brokerage Name: \_\_\_\_\_
- Other Services to Brokerage for Internal Use Only (not for display) for the following purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicable Products/Services: \_\_\_\_\_

Applicable URL(s): \_\_\_\_\_

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**This Vendor Licensed Content Agreement (this Agreement)** is made and entered into as of the Effective Date by and between MRED and Licensee.

**WHEREAS**, MRED owns or has rights to the Licensed Content, as defined in **Exhibit A**;

**WHEREAS**, Licensee wishes to license the Licensed Content for the Purpose and Use stated above only; and

**WHEREAS**, subject to the terms of this Agreement, MRED agrees to provide Licensee with Licensed Content and Licensee agrees to use the Licensed Content only as permitted under this Agreement,

**THEREFORE**, the parties agree as follows:

## CONFIDENTIAL

1. **Access to Licensed Content and Limited License.** MRED grants Licensee access to and a limited, nonexclusive, nonsublicensable, worldwide right and license, during the Term only to reproduce, distribute and publicly display the Licensed Content (defined and further restricted in Exhibit A) solely for purposes of display for the Purpose and Use according to the terms of this Agreement. Licensee may not use, modify, or store the Licensed Content for any other purpose than in the preceding sentence, and Licensee may not distribute or display the Licensed Content in any other manner than in the preceding sentence. MRED retains all rights not expressly granted herein.

2. **Payment to MRED.** Licensee will pay the Fee to MRED within 30 days of the Effective Date and within 30 days of renewal of this Agreement each year thereafter, if applicable, with all payments non-refundable. Licensee shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

3. **Data Protection.** Licensee will employ commercially reasonable measures to prevent third parties from unauthorized access and use of the Licensed Content through data mining, scraping or similar means. These measures must include, but are not limited to, protection against data mining by scraping or similar means, implementation of security policies and procedures, restriction of network traffic to necessary ports and protocols, use of secure protocols for maintenance, implementation of intrusion prevention systems, configuration and security patching of servers based on best practices and overall risk ranking, implementation of a program to manage software vulnerabilities so as to conform with generally accepted industry standards, implementation of physical security measures such that the Licensed Content is not transported outside of secure data centers or other secure facilities, vulnerability scanning performed monthly and penetration testing occurring at least annually by a third party.

4. **Publicity.** All press releases, marketing collateral, and public statements (**Publicity**) about this Agreement or the relationship between Licensee and MRED must be approved in advance by the other party, with the request for approval submitted at least three days' before the Publicity. MRED agrees that Licensee may issue a press release announcing that the Licensed Content will be displayed and/or used for the Purpose and Use, the content of which must be agreed on by both parties. Licensee agrees that MRED may issue a press release announcing that the Licensed Content will be displayed on Licensee's

properties and an announcement to MRED's members about this Agreement, the content of each to be agreed on by both parties. Each party is granted a limited license to use the other party's name and logo in Publicity approved by the other party under this paragraph.

5. **Confidentiality.** For the purposes of this Agreement, **Confidential Information** means (i) information about the disclosing party's business or activities that the disclosing party shares with the receiving party with a mark indicating that the information is confidential or proprietary; (ii) all login credentials and protocols for MRED's and Licensee's respective systems; and (iii) all correspondence relating to the negotiation of this Agreement (including, without limitation, copies of all term sheets and emails communications between the parties). Confidential Information will not include information that (a) is generally available to the public through no improper action or inaction of the receiving party or its Representatives (as defined below), (b) the receiving party rightfully receives from a third party without restriction on disclosure and without having a reasonable belief that the third party breached a nondisclosure obligation, (c) was known to the receiving party without confidentiality restrictions at the time of its receipt from the disclosing party, or (d) has been independently developed by the receiving party without access to the Confidential Information. Each party agrees that it will not use, or disclose to any third party, any Confidential Information disclosed to it by the other party for any purpose except as expressly permitted in this Agreement, and it will protect such Confidential Information from disclosure to others using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Notwithstanding the foregoing, each party may disclose Confidential Information (i) to its employees, Board of Managers, Preferred Unit Owners, affiliated Realtor associations, advisors, agents, independent contractors, and consultants (together, **Representatives**) on a need-to-know basis, provided that the receiving party has enforceable agreements or policies with each of such Representatives sufficient to enable compliance with the terms of this paragraph; (ii) in accordance with a judicial or other governmental order or request, provided the receiving party will, if permitted by law, give the disclosing party reasonable opportunity to seek a protective order, or obtain written assurance from the applicable judicial or governmental entity that will afford the Confidential Information of the other party the highest level of protection afforded

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under applicable law or regulation. The receiving party will be responsible for any failure by any of its Representatives to comply with this paragraph.

6. **Audit.** MRED may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Licensee to the extent reasonably necessary to ascertain Licensee's compliance with this Agreement (an **Audit**). MRED may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Licensee's web sites and systems to ensure that Licensed Content is displayed in accordance with this Agreement. MRED shall pay the costs it incurs, and the out-of-pocket costs Licensee incurs, as part of any Audit; Licensee shall be liable, however, for all costs of any Audit that discloses that Licensee has breached this Agreement.

7. **Representations and Warranties.** Each party represents and warrants to the other party that: (a) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement (including, without limitation, to grant the rights provided herein); (b) the rights that it grants under this agreement do not violate any contracts to which it is a party; and (c) it will comply with all applicable laws, rules and regulations in the course of performing its obligations under this Agreement, including MRED's VOW Rules and IDX Rules, as applicable. MRED further represents and warrants that, to the best of MRED's knowledge, Licensee's use of the Licensed Content as permitted under this Agreement will not infringe the intellectual property rights or any other rights of a third party. Licensee further represents and warrants that Licensee will not make any fraudulent representations or engage in any deceptive marketing, promotional, or advertising practices in its business operations.

8. **Indemnity.** Licensee warrants that any use of the Licensed Content by Licensee will not constitute infringement of the patent or other intellectual property rights of any third party. Licensee at its sole expense, will defend, indemnify, and hold MRED and its Board of Managers, Preferred Unit Owners, affiliated Realtor Associations, officers, employees, contractors, agents, successors, assigns, and MRED's members known as Managing Brokers (**Managing Brokers**) (collectively, **Indemnified Party**) harmless from and against any damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees and costs) (collectively, **Losses**) resulting from any claim, suit, action, or proceeding brought by a third party against any

Indemnified Party resulting from or arising in connection with Licensee's performance or breach of this Agreement. Additionally, Licensee, at its sole expense, will defend, indemnify, and hold the Indemnified Party harmless from and against any Losses resulting from any claim, suit, action, or proceeding brought by a third party against MRED that claims a Licensee product or service that incorporates the Licensed Content infringes such third party's intellectual property or is inaccurate as a result of Licensee's knowing, reckless, or negligent action (excluding claims that arise from the use of Licensee's products or services in a modified or unauthorized manner; the combination of Licensee's products or services with materials not furnished by Licensee if there would not have been intellectual property infringement but for such combination; or the Licensed Content itself infringing another's intellectual property). Licensee's indemnification obligations under this paragraph are conditioned upon the Indemnified Party: (a) giving prompt notice of the claim to Licensee once the Indemnified Party becomes aware of the claim; (b) granting sole control of the defense and settlement of the claim to Licensee (except that the Indemnified Party's prior written approval will be required for any settlement that imposes any liability or obligation other than the payment of money damages for which the Indemnifying Party has accepted responsibility); and (c) providing reasonable cooperation to Licensee and, at the Licensee's request and expense, assistance in the defense or settlement of the claim. Notwithstanding any terms to the contrary in this Agreement, the failure to give notice to Licensee within a reasonable time of the commencement of any claim under this Section will relieve Licensee of any liability to the Indemnified Party under this Section, only to the extent that such failure materially prejudices Licensee's ability to defend such claim.

9. **MRED Remedies.** Because of the unique nature of the Licensed Content and/or MRED's Confidential Information, Licensee acknowledges that MRED would suffer irreparable harm in the event that Licensee breaches its obligations under this Agreement, and that monetary damages would be inadequate to compensate MRED for a breach. MRED is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any threatened, continuing, or further breach by Licensee without showing or proving any actual damages sustained by MRED, and without posting any bond or other security. Licensee acknowledges that damages suffered by MRED from access to the Licensed Content or MRED's Confidential Information

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by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the Licensed Content or Confidential Information to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to MRED to enter into this Agreement, Licensee agrees that in the event Licensee discloses any password to access the Licensed Content or Confidential Information or discloses the Licensed Content or the Confidential Information in breach of this Agreement, regardless of whether such disclosure is intentional or negligent, Licensee shall be liable to MRED for liquidated damages in the amount of \$30,000 for each such disclosure and MRED shall have the right to immediately terminate this Agreement.

10. **Limitation of Liability/Exclusion of Warranties.** EXCEPT AS PROVIDED ABOVE, MRED MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED. EXCEPT AS PROVIDED ABOVE, THE LICENSED CONTENT IS PROVIDED AS IS AND AS AVAILABLE WITHOUT WARRANTY OF ANY KIND AND MRED DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE LICENSED CONTENT OR LICENSEE SERVICES ARE ERROR FREE. LICENSEE IS RESPONSIBLE FOR ANY LIABILITY OR LOSS OF GOODWILL ASSOCIATED WITH PROBLEMS IN DATA INTEGRITY, ACCURACY, OR TIMELINESS ARISING FROM LICENSEE'S USE OF THE LICENSED CONTENT. IN NO EVENT SHALL MRED BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER ARISING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF MRED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE'S SOLE REMEDIES AGAINST MRED FOR BREACH HEREUNDER WILL BE TERMINATION OF THIS AGREEMENT AND DIRECT DAMAGES NOT IN EXCESS OF THE AMOUNTS LICENSEE HAS PAID TO MRED HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR BREACH.

11. **Applicable laws:** Licensee will use commercially reasonable efforts to alter its display of the Licensed Content as necessary to comply with applicable laws, including, but not limited to, the real estate licensing acts of the states in which Licensed Content listings are located, such as the Illinois Real Estate License Act of 2000, as amended from time to time (225 ILCS 454/1, et seq.) and to allow a Managing Broker to comply with such laws. Licensee will use commercially reasonable efforts to perform these

necessary alteration(s) within 15 business days of notice to Licensee by MRED of the legal requirement. In the event that Licensee does not perform the alterations required in this paragraph within 15 days after notice, MRED may suspend Licensee's right to display the Licensed Content.

12. **Term and Termination.** This Agreement will have a one-year initial term, unless earlier terminated as provided below. After the initial term, the Agreement will automatically renew for one-year terms, unless earlier terminated as provided below. Either party may terminate this Agreement for any reason or no reason at all upon 30 days' prior written notice to the other party. Either party may terminate this Agreement upon 10 days' written notice to the other party in the event the other party breaches this Agreement and fails to cure such breach within the notice period. Upon termination of this Agreement, Licensee will immediately cease all use of the Licensed Content within 5 business days.

13. **Non-Competition.** Licensee agrees to not become an MLS during the term of this Agreement and for one year after termination of this Agreement. MLS means an intermediary that is not itself a real estate agent, broker or appraiser but that facilitates cooperation among real estate agents, brokers and appraisers, and through which, by becoming a member, participant, or subscriber and adhering to such intermediary's rules and regulations, any of the following occurs: (i) real estate agents and brokers establish express or implied legal relationships with respect to listed properties; and (ii) real estate agents and brokers listing real property for sale make and publish unilateral unconditional offers of compensation to other real estate agents or brokers for the sale of such real property that are legally binding. Real Estate Brokerage means an individual or entity that does all of the following: (i) offers or accepts cooperation and compensation, (ii) actively endeavors during the operation of its real estate business to list real property of the type listed on multiple listing services (each, an MLS), and (iii) advertises or holds itself out to the public by any solicitation or representation as being engaged in real estate brokerage services.

14. **Non-Disparagement.** Licensee and MRED each shall not defame or disparage the other. Neither Licensee nor MRED shall use, publish, display, or transmit any information that is illegal, libelous, distasteful or disparaging of the other during the term of this Agreement and for 12 months after this Agreement is terminated or expires.

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15. **Suspension.** Notwithstanding anything in this Agreement to the contrary, MRED has the right to terminate, modify, suspend, or discontinue delivery of some or all of the Licensed Content immediately for any of the following reasons: (i) as a result of government regulation or requirement, (ii) to avoid material liability to a third party, or to avoid violations of law or regulation, or (iii) if MRED no longer has the right or authority to provide elements of the Licensed Content. MRED agrees to use its reasonable efforts under the circumstances to minimize any disruption, and to notify and work with Licensee as soon as reasonably practicable of its taking any such steps and, where possible to resolve the issue or if necessary, to work with Licensee to make any transition as smooth as reasonably possible. Without limiting any other rights or remedies of MRED, MRED may suspend Licensee's receipt of any or all of the Licensed Content if, in MRED's reasonable discretion, Licensee is using, allowing, or enabling use of the Licensed Content in a manner inconsistent with this Agreement, provided however that prior to any suspension, MRED will use reasonable efforts to promptly notify Licensee of the basis for its opinion and provide Licensee a reasonable opportunity under the circumstances (but not less than 3 business days) to cure the problems.

16. **Survival.** Sections 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, and 17 will survive the termination of this Agreement for any reason.

17. **General.** This Agreement, including exhibits and/or attachments, sets forth the entire agreement and understanding of the parties relating to the subject matter of this Agreement. In addition, the parties agree acknowledge and agree that this Agreement shall govern all future agreements, understandings, order forms, etc. related to the exchange of any data between the parties. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreements executed between the parties, the terms and conditions of this Exhibit will govern unless such other agreement(s) makes expressly supersedes the terms of this Agreement, with specific reference to this Agreement.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Exhibit to this Agreement, the terms and conditions of the Exhibit will govern. No modification or waiver of any rights under this Agreement will be binding on a party unless made in writing and signed by a duly authorized representative of each party. Notwithstanding the foregoing, modifications to this Agreement relating to minor or routine operational updates may be made without a duly signed writing. The parties are independent contractors and neither party will have any right or authority to bind the other party in any respect whatsoever. The rights granted to Licensee in this Agreement are not transferable to any third party, including any entity with common ownership with Licensee, without written agreement by MRED. This Agreement may not be assigned or delegated by either party without the written consent of the other party, except that this Agreement may be assigned to party's successor-in-interest in connection with: (i) a merger, consolidation or similar corporate transaction; or (ii) a sale of all or substantially all of its assets or sale of the portion of its assets to which this Agreement pertains. Any notice or communication required or permitted to be given hereunder must be in writing and may be delivered by confirmed email or mailed by registered or certified mail to the address of the receiving party as identified below or at such other address provided in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered. The Parties agree that this Agreement will be governed by the laws of the State of Illinois and that jurisdiction and venue for any disputes will be resolved in the state or federal courts in or serving Dupage County, Illinois. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect. In case of any litigation between the parties, the prevailing party will be entitled to recover its reasonable attorney's fees and costs, including expert witness costs.

The parties enter into this Agreement by signing on the first page.

**EXHIBIT A**  
**Licensed Content**

**(1) Definition of Licensed Content:** Licensed Content means the listing data and media in the MRED data feed for Licensee for the Purpose and Use, provided however that, such data and media shall be deemed “Licensed Content” only until such time as the real estate listing to which it pertains is no longer included in MRED’s data feed to Licensee.

**(2) Access:** MRED will make the Licensed Content available to Licensee using the method MRED chooses and will notify Licensee of such method and access instructions in writing within 5 business days of the Effective Date. MRED retains the rights to change access method with 90 days’ notice to Licensee.

Licensee will update the Licensed Content displayed with updated Licensed Content provided by MRED at least every 12 hours, 7 days per week.

The following items 3 through 6 are applicable only to VOW Display and IDX Display:

**(3) Licensee Deliverables:**

Licensee will display on the web sites it owns or controls a sufficient copyright notice to maintain Digital Millennium Copyright Act (**DMCA**) safe harbor protection and will maintain all necessary registrations for DMCA safe harbor protection.

Licensee will display the MRED copyright notice on each display screen, web page (whether Internet- or Intranet-based), and printout displaying any part of the Licensed Content. The MRED copyright notice may take either of the following two forms: (a) “Copyright 2018 Midwest Real Estate Data, LLC” or (b) “© 2018 Midwest Real Estate Data, LLC”. Licensee shall replace “2018” with the current year as of January 1 of each year.

**(4) Changes to Website Properties:** Should Licensee change or desire to add to the Website Properties (e.g., by ceasing use of, changing, or adding a first-level domain URL), Licensee must inform MRED in writing of such a change, and MRED must first confirm in writing its approval, at its sole discretion, of any modified or new URL to be included as a Website Property.

**(5) Additional Terms Applicable to the Use of Licensed Content:** In addition to the other terms defining Licensed Content and limiting Licensee’s use of Licensed Content, the following terms restrict Licensee’s use Licensed Content.

- a) Listing Content may not be used for marketing purposes other than as permitted expressly by the Purpose and Use.
- b) Photos included in the Licensed Content may not in any way be altered. Licensee is permitted to adjust the size of the photo, but Licensee may not remove any watermarks or copyright notices, may not crop the photos, and may not remove any other information contained in the photos. Licensee acknowledges that some photos in the Licensed Content may contain marketing information.

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- c) Hosting and Security. Licensee will utilize technical measures, at least equal to generally accepted standards for similar hosted real estate services, to secure the Licensed Content and data used and accessed through the Website Properties against accidental, unauthorized, or unlawful use, modification, access, or disclosure. Such unauthorized uses include, by way of example, the scraping, harvesting, or other unauthorized means for accumulating Licensed Content by third parties.
- i. Upon becoming aware (or being notified by MRED) of threatened, possible, or actual unauthorized use of Licensed Content, Licensee will immediately remediate and take and cause to be taken reasonable steps to prevent the anticipated or further unauthorized use (including without limitation, technical and, as appropriate, legal measures such as seeking immediate injunctive relief).
  - ii. Licensee will reasonably cooperate with MRED in investigating and/or prosecuting any MRED rights under this Agreement (including upon request providing to MRED any rights necessary for MRED to litigate for violations under this section).
  - iii. MRED may upon any material breach of Licensee security that negatively affects the Licensed Content, suspend access to any or all Licensed Content pending resolution by Licensee, and if the breach continues for more than 5 days, terminate this Agreement immediately unless the security breach has been cured prior to termination by MRED.