

BROKER PARTICIPANT REQUEST FOR THIRD-PARTY VENDOR ACCESS TO CBR'S MLS DATABASE

REQUESTED BY: (please print)

Broker Participant: _____ Broker IDX # _____

Company: _____

Address: _____

City, State and Zip Code: _____

Phone: _____ Fax: _____

Web Site Address: _____

E-Mail Address: _____

AGENT LIST: (please print)*List of every agent at the brokerage who is authorized to be listed on ColumbusRealEstate.com*

Agent Name

IDX #

VENDOR INFORMATION: (please print)

Name: _____ Title: _____

Company: **ADICIO, INC.**Address: **2382 FARADAY AVENUE**City, State and Zip Code **CARLSBAD, CA 92008**Web Site Address: **<http://www.adicio.com>**

VENDOR SOFTWARE/SERVICE BEING PROVIDED: *(please print)*

Title: **ONLINE REAL ESTATE SEARCH**

Function: **ALLOWS CONSUMERS TO SEARCH AND FIND PROPERTY LISTINGS**

The Broker Participant hereby requests that the Columbus Board of Realtors grant Vendor access to the Multiple Listing Service database for the purpose of allowing Vendor to configure, test and program the Software/Service for use by Broker Participant and/or Broker Participant's Subscribers in conjunction with the CBR's MLS System.

In making this request, the Broker Participant understands and agrees to the following:

- (1) That the decision to grant Vendor access to the CBR's MLS System shall be made at the sole discretion of CBR's MLS after its evaluation of Vendor and the Software/Service.
- (2) That in the event Vendor is granted access to the CBR's MLS System, Vendor will be required to abide by the terms of a separate Data Access, Confidentiality and Nondisclosure Agreement with CBR's MLS and a Confidentiality Agreement with CBR's MLS System vendor.
- (3) That in the event Vendor fails to abide by the terms of these Agreements, or for any other reason CBR's MLS in its sole discretion deems appropriate, Vendor's ability to further access the CBR's MLS System may be terminated. This may affect the ability of the Software/Service to continue functioning with the CBR's MLS System.
- (4) The CBR MLS has no relationship with Vendor and makes no representation that Vendor's Software/Service will function with the CBR's MLS System. Any and all questions or claims the Broker Participant may have relating to the Software/Service should be directed to Vendor. If the Software/Service becomes available to other Broker Participants within the CBR MLS, any existing business relationship(s) between the initial Broker Participant and the Vendor must be disclosed in Exhibit B. CBR shall be notified in writing via another copy of this form within 7 days of agreements with Broker Participants beyond those disclosed in this document.
- (5) The Broker Participant and Broker Participant's subscriber's use of the Software/Service is subject to the MLS Rules and Regulations of the CBR.
- (6) Use of this agreement by an IDX developer or company providing an IDX solution to a Broker Participant will require acceptance of the CBR IDX Security Policy.

Broker Participant's Signature: _____ Date: _____

Vendor Signature: _____ Date: _____

Both pages of this document must be completed and faxed or emailed to:

Real Estate Account Executive at The Columbus Dispatch

Tel: 614.461.8886 Fax: 614.461.8525

Avidrick@Dispatch.com or Mstarr@Dispatch.com

Please allow 10 business days from the processing of this form for your listings to be included on ColumbusRealEstate.com