

For Developers:

- Have your client contact jeannie@fmrealtor.com for the necessary paperwork.
- Ensure your client has signed their portions of the paperwork and to complete your sections as well.
- Ensure your client sends the paperwork back to FM-REALTORS®.
- Sign up for a consultant (developer/vendor) account at <http://landing.sparkplatform.com>
- Your consultant account may take up to a day before being approved by FBS.
- Once approved FBS will provide credentials to access demo data. This does not reflect what is in our MLS and is only provided by FBS to allow your team to familiarize yourself with their APIs. You may contact them for API support at api-support@fbsdata.com. You should also supply a payment method to your Spark developer account.
- Once you have ensured all paperwork has been completed you may use your Spark consultant account to access the Spark Datamart and apply for an FM-REALTORS® data plan.
- Once FM-REALTORS® has matched your contract with your online request it will be approved or rejected. (We will not approve requests without completed contracts)
- An automated email will then be sent to your consultant accounts on hand email with your credentials.
- You should follow FBS's documentation to use your new access token at: http://sparkplatform.com/docs/authentication/access_token

For Agents & Brokers:

- Contact jeannie@fmrealtor.com for the necessary paperwork for API access.
- Ensure yourself and your consultant (developer/vendor) have fully signed the paperwork and then send it back to FM-REALTORS®.
- Direct your consultant to sign up for a developer account at: <http://landing.sparkplatform.com>
- Their account may take up to a day to be approved. However once approved they will be provided with upsteps on how to access Fargo Moorhead data plans within the Spark Datamart.
- They should not apply for a data plan until after paperwork has been completed.
- Once FM-REALTORS® has matched your contract with their online request it will be approved or rejected.
- API credentials will be sent automatically to the same email that they used when signing up for a developer account.

**Fargo Moorhead Area Association of REALTORS®
REALTOR® Multiple Listing Service, Inc.
Participant Data Access Agreement
(Required to access Spark Platform data plans)**

This **AGREEMENT** is made and entered into by Fargo Moorhead Area Association of REALTORS®, Multiple Listing Service, Inc. (“**FMR RMLS**”), with offices at 1535 42nd ST S, Ste 300, Fargo, ND; the real estate brokerage firm identified as “Participant” on the signature page below (“**Participant**”), the Salespersons affiliated with Participant, holding a real estate license in Minnesota and/or North Dakota, who is not a Participant, but who is subject to a Participant’s supervision under the laws of Minnesota and/or North Dakota, that are identified on the signature page and in Exhibit A, if any (collectively the “**Subscriber**”); and the vendor/developer identified as “Consultant” on the signature page below, if any (“**Consultant**”).

DEFINITIONS

1. For purposes of this Agreement, the following terms shall have the meanings set forth below.

Broker ReciprocitySM: Use and display of portions of the FMR RMLS Data under the Broker ReciprocitySM provisions of the FMR RMLS MLS Policies.

Confidential Information: “Confidential Information” means information or material proprietary to a party or designated “confidential” by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all FMR RMLS Data, except to the extent to which this Agreement and the FMR RMLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that FMR RMLS obtains from any third party that FMR RMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by FMR RMLS; (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive; and (e) any claims and evidence presented by any party in any arbitration under this Agreement. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

Data Interface: The transport protocols and data storage formats provided by FMR RMLS for use by Participant and Consultant; FMR RMLS may modify the Data Interface in its sole discretion from time to time.

Participant-Related Persons: Consultant, if any, and employees of Participant who are not Subscribers or broker/managers.

Participant Internal Use: Any use of those portions of the FMR RMLS Data relating to Participant’s own listings; and any use of those portions of the FMR RMLS Data relating to listings of Participants other than Participant that exposes FMR RMLS Data only to Participant-Related Persons and to Subscribers affiliated with Participant, subject to the FMR RMLS Policies.

FMR RMLS Customer Affiliate: Any licensed real estate broker who is an FMR RMLS Participant (as the term is defined in the FMR RMLS Policies) together with Subscribers and broker associates licensed to the Participant, for whom the Participant is responsible under the laws of the State of Minnesota and/or North Dakota.

FMR RMLS Data: Data relating to real estate for sale, previously sold, or listed for sale and data relating to Subscribers (including text, photographs, and all other data formats now known or hereafter invented) entered into FMR RMLS’s databases by Subscribers and FMR RMLS, or on their behalf.

FMR RMLS Policies: FMR RMLS’s Rules and Regulations, as amended from time to time, and any operating policies promulgated by FMR RMLS.

IDX (Internet Data Exchange): IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant’s control: websites, mobile apps, and audio devices.

VOW: Use and display of portions of the FMR RMLS Data under the Virtual Office Website (VOW) provisions of the FMR RMLS Policies.

Brokerage Back Office BBO (Private Data Plan): BBO Use” means use of the BBO Data by participant and subscribers affiliated with the participant for the following purposes: (1) Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant; (2) Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law; (3) Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant; (4) Marketplace statistical analysis and reports in conformance with NAR rules. Not for public display.

Broker/Agent Own Data: This data plan issues a Private role API key with an additional restriction that it can *only* access listings associated with the subscriber, participant, or company Flexmls account login that the API key is associated with (i.e., it can only access listings for which it’s the listing or selling agent/office/company).

Subscriber: Any person holding a real estate license in Minnesota and/or North Dakota who is not a Participant but who is subject to a Participant’s supervision under the laws of Minnesota and/or North Dakota.

FMR RMLS’S OBLIGATIONS

2. FMR RMLS grants to Participant and Subscriber a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the FMR RMLS Data, during the term of this Agreement, only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement;

any other use of the FMR RMLS Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. FMR RMLS retains all rights not expressly granted herein.

3. FMR RMLS agrees to provide to Participant, Subscriber, and Consultant, during the term of this Agreement, (a) access to the FMR RMLS Data via the Data Interface under the same terms and conditions FMR RMLS offers to other FMR RMLS Customer Affiliates; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the FMR RMLS Policies. FMR RMLS does not undertake to provide technical support for the Data Interface or the FMR RMLS Data. The Data Interface, together with access to the FMR RMLS Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or FMR RMLS Data shall not constitute a default by FMR RMLS under this Agreement.

PARTICIPANT'S OBLIGATIONS

4. Participant and Subscriber shall comply with the FMR RMLS Policies at all times. In the event of any perceived conflict between the FMR RMLS Policies and this Agreement, the FMR RMLS Policies shall prevail and govern.

5. Participant and Subscriber shall use the FMR RMLS Data obtained under this Agreement for Participant Internal Use, Broker ReciprocitySM, and VOW use only. Any other use is strictly prohibited. Participant and Subscriber shall not make the FMR RMLS Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Participant and Subscriber may display the FMR RMLS Data on a web site available to the public only to the extent permitted by the FMR RMLS Policies and then only on a site or sites indicated on the signature page and in Exhibit A of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

6. Participant and Subscriber acknowledge that ownership and use rights relating to copyrights in the FMR RMLS Data are defined in the FMR RMLS Policies or in the terms of the Participant and Subscriber agreements between FMR RMLS, Participant and Subscriber, or both. Participant and Subscriber shall not challenge or take any action inconsistent with FMR RMLS's ownership of or rights in the FMR RMLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7. If FMR RMLS notifies Participant or Subscriber of a breach of the FMR RMLS Policies or this Agreement and Participant or Subscriber does not immediately cure the breach, Participant and Subscriber shall hold Consultant harmless from any liability arising from Consultant's cooperation with FMR RMLS under Paragraph 10.

8. Participant and Subscriber shall pay the fees, if any, that FMR RMLS customarily charges other FMR RMLS Customer Affiliates for data access. Participant and Subscriber acknowledge receipt of FMR RMLS's current schedule of such fees, if any. FMR RMLS may in its sole discretion establish or modify its schedule of

fees upon 30 days' written notice to Participant and Subscriber. Participant and Subscriber shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

9. Participant is surety for Subscriber's and Consultant's obligations under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

CONSULTANT'S OBLIGATIONS

10. Consultant shall immediately correct any breach of this Agreement or violation of the FMR RMLS Policies within its control, whether committed by Participant, Subscriber, or Consultant, upon notice from FMR RMLS.

11. Consultant acknowledges that (as among the parties to this Agreement) Participant and FMR RMLS possess all right, title, and interest in all copyrights in the FMR RMLS Data. Consultant shall not challenge or take any action inconsistent with FMR RMLS's and Participant's ownership of or rights in the FMR RMLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. Consultant shall not make the FMR RMLS Data or the Confidential Information available to any third party, except on behalf of Participant and Subscriber and in a manner consistent with Participant's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the FMR RMLS Data, whether commercial or personal. **In the event that Consultant provides services to Participants other than Participant (or to Subscribers affiliated with Participant other than the Subscriber in this Agreement), Consultant must enter separate contracts with FMR RMLS. Consultant must ascertain, using the Data Interface on a daily basis, that each Participant to which Consultant provides services remains an eligible Participant; and in the case of Subscribers, that each Subscriber remains affiliated with Participant. Failure to comply with the provisions of this paragraph, will result in FMR RMLS terminating all of Consultant's access to the FMR RMLS Data under this Agreement and all similar agreements.** The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

13. Consultant is surety for Participant's and Subscriber's obligations to pay fees under Paragraph 8. The provisions of the preceding sentence shall survive the expiration or other termination of this Agreement in perpetuity. Consultant shall notify FMR RMLS within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

AUDITS OF COMPLIANCE

14. FMR RMLS may, or at its option, may engage an independent third party to review, inspect, and test the books, records, equipment, and facilities of Participant, Subscriber, and Consultant to the extent reasonably necessary to ascertain Participant's, Subscriber's, and Consultant's compliance with this Agreement ("Audit"). FMR RMLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may

include, without limitation, obtaining full access to Participant's, Subscriber's, and Consultant's web sites and systems to ensure that FMR RMLS Data is displayed in accordance with the FMR RMLS Policies; using all features available to end-users of Participant's, Subscriber's, and Consultant's systems that employ the FMR RMLS Data; and posing as consumers to register and test services Participant, Subscriber, and Consultant make available to consumers using the FMR RMLS Data. Participant and any applicable Subscriber shall be jointly liable to reimburse FMR's costs of any Audit that discloses the Participant, Subscriber, or Consultant has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

CONFIDENTIAL INFORMATION

15. The parties shall protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if such disclosure is required by law or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

TERM AND TERMINATION

16. The term of this Agreement begins on the date that FMR RMLS signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Participant's privileges as a Participant in FMR RMLS; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) immediately upon Participant's notice to a Consultant that Consultant is no longer designated to provide Broker ReciprocitySM or VOW services to it; (f) with regard to any Subscriber, immediately upon any event that results in the Subscriber no longer being affiliated with Participant; (g) as provided in Paragraphs 26 and 29.

17. In the event Participant's privileges as a Participant (or Subscriber's privileges of affiliation with Participant) are terminated while this Agreement is in effect and FMR RMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if FMR RMLS resumes its obligations under Paragraphs 2 and 3. In the event Participant, Subscriber, or Consultant breaches this Agreement and entitles FMR RMLS to terminate under Paragraph 16, FMR RMLS may in its sole discretion suspend its performance instead of terminating this Agreement. FMR RMLS may make this election by notice to the other parties within three days after the initiation of the suspension. Participant's, Subscriber's, and

Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Participant, Subscriber, and Consultant shall make no further use of the FMR RMLS Data or any derivative works based on it (except the portions of it relating to Participant's own listings) until and unless Participant's or Subscriber's rights under this Agreement are restored.

GENERAL PROVISIONS

18. **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of North Dakota, without regard to its conflicts and choice of law provisions.

19. **Survival of Obligations.** The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity. Other provisions shall survive according to their terms.

20. **FMR RMLS's Remedies.** (a) Injunctive relief: Because of the unique nature of the FMR RMLS Data and Confidential Information, Participant, Subscriber, and Consultant acknowledge and agree that FMR RMLS would suffer irreparable harm in the event that either of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate FMR RMLS for a breach. FMR RMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Participant, Subscriber, or Consultant or any one of them, without showing or proving any actual damages sustained by FMR RMLS, and without posting any bond. (b) Liquidated damages: Participant, Subscriber, and Consultant acknowledge that damages suffered by FMR RMLS from access to the FMR RMLS Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the FMR RMLS Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to FMR RMLS to enter into this Agreement, Participant, Subscriber, and Consultant agree that (i) in the event Participant, Subscriber, Participant-Related Persons, or Consultant, or its employees, agents, or contractors, disclose any password to access the FMR RMLS Data or disclose the FMR RMLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Participant, Subscriber, and Consultant shall be liable to FMR RMLS for liquidated damages in the amount of \$15,000 for each such disclosure and termination of this Agreement. Liability of Participant, Subscriber, and Consultant under this paragraph is joint and several.

21. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL FMR RMLS BE LIABLE TO PARTICIPANT, SUBSCRIBER, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF FMR RMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL FMR RMLS BE LIABLE TO PARTICIPANT, SUBSCRIBER, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT, SUBSCRIBER, AND CONSULTANT HAVE PAID FMR RMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST**

EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. PARTICIPANT, SUBSCRIBER, AND CONSULTANT ACKNOWLEDGE THAT FMR RMLS PROVIDES THE FMR RMLS DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY. FMR RMLS SHALL NOT BE LIABLE TO PARTICIPANT, SUBSCRIBER, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE FMR RMLS DATA, ANY FAILURE TO UPDATE THE FMR RMLS DATA PROMPTLY, OR THE SEMAR MLS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. FMR RMLS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.

22. **Dispute resolution; Attorney's fees.** In the event FMR RMLS claims that Participant, Subscriber, or Consultant has violated the FMR RMLS Policies, FMR RMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the FMR RMLS Policies, provided FMR RMLS does not also base a claim that Participant, Subscriber, or Consultant has breached this Agreement on the same facts. Except as set forth in the preceding sentence, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including any claim against Consultant shall be settled by arbitration, administered by a third-party arbitrator local to the Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitrator is authorized to award FMR out-of-pocket expenses incurred in both the audit and the subsequent arbitration if FMR prevails in the arbitration. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of North Dakota located in Cass County, North Dakota or the federal court of the United States situated therein, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to arbitration. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

23. **Indemnification.** Subject to Paragraph 21, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the Indemnified Parties), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

24. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such

other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

25. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

26. **No Assignment.** No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

27. **Entire Agreement.** Subject to FMR RMLS Policies, this Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same.

28. **Relationship of the Parties.** The parties hereunder are independent contractors. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of FMR RMLS or have any authority to make any agreements or representations on the behalf of FMR RMLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

29. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

**Fargo-Moorhead Area Association of REALTORS®
REALTOR® Multiple Listing Service, Inc.
Participant Data Access Agreement**

Under this Agreement, **PARTICIPANT AND SUBSCRIBER ARE PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE**. If Participant or Subscriber chooses to engage a different consultant or additional consultants, Participant must enter into a new version of this Agreement with FMR RMLS and each such consultant. Under this Agreement, **CONSULTANT IS PERMITTED TO WORK ONLY WITH THE PARTICIPANT AND SUBSCRIBER NAMED HERE**. Consultant may not use data obtained under this Agreement to provide any services to Participants other than Participant, or with Subscribers affiliated with Participant except the Subscriber. Consultant must enter into a new version of this Agreement with FMR RMLS and each additional Participant or amend this Agreement with FMR RMLS to add additional Subscribers affiliated with Participant as Subscriber Parties.

If Participant or Subscriber will perform its own technical work and there is no Consultant party to this Agreement, Participant should cross out the Consultant signature box. If this Agreement is for services to Participant only, and there is no Subscriber, Participant should cross out the Subscriber signature box.

This Agreement is for the following uses (check all that apply):

IDX VOW Broker Back Office (private data plan) Broker/Agent Own Data

IDX or VOW location for data use: _____

MLS Login: _____

<p>FMR RMLS:</p> <p>FARGO-MOORHEAD AREA ASSOCIATION OF REALTORS® REALTOR® Multiple Listing Service</p> <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Date - effective date of this Agreement</p> <p>Contact for notices and operations matters</p> <p>Name: _____ Phone: _____ Email: _____</p>	<p>CONSULTANT:</p> <p>_____ Consultant name</p> <p>_____ Signature of owner or officer Date</p> <p>_____ Name of owner or officer</p> <p>Contact for notices and operations matters</p> <p>Name: _____ Phone: _____ Email: _____</p>
<p>PARTICIPANT</p> <p>_____ Firm name</p> <p>_____ Participant Name</p> <p>_____ Signature of Participant Date</p> <p>Contact for notices and operations matters</p> <p>Name: _____ Phone: _____ Email: _____</p>	<p>SUBSCRIBER (Agent Sites)</p> <p>(If there is more than one, have each named and sign on Exhibit A.)</p> <p>_____ Subscriber name</p> <p>_____ Signature of Subscriber Date</p> <p>Contact for notices and operations matters</p> <p>Name: _____ Phone: _____ Email: _____</p>

**Fargo-Moorhead Area Association of REALTORS®
REALTOR® Multiple Listing Service, Inc.
Participant Data Access Agreement**

Exhibit A – Additional Requirements

Participant Name: _____

Consultant Name: _____

This Agreement is for the following uses (check all that apply):

IDX **VOW** **Broker Back Office (private data plan)** **Broker/Agent Own Data**

Additional Subscriber Parties: If there are two or more Subscriber Parties, each Subscriber after the first is identified by name here, and each must sign this Agreement. Each Subscriber listed here consents to FMR RMLS making communications and notices under this Agreement to Participant only. (Attached additional pages if necessary.)

Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature