

MetroTex Commercial Data Exchange, Inc. Rules and Regulations

Section 1. Subscription

Subscription shall be associated with one of three types of usage, subject to the terms of the Subscriber Agreement and payment of assessed dues and fees:

- A. **Subscribers.** Subscribers are any licensed real estate agent or licensed appraiser, regardless of REALTOR® status or REALTOR® association affiliation. Subscribers have full access to the MCDX data and services.
- B. **Users.** Users are administrative personnel (personal assistants and office managers) associated with a Subscriber. Users may only add, modify or delete Subscriber submitted data for the Subscriber(s) with which they are associated.
- C. **Economic Development Clients.** EDC's are governmental bodies, lenders, market researchers, educational institutions, or other stakeholders engaged in activities seeking to build capacity for self-sustaining, long-term economic growth. EDC's may view the data and reports provided within MCDX, but are not involved in buying, selling or leasing commercial properties. EDC access is read-only and may be geographically bounded.

The term Subscriber shall apply to both Subscribers and EDC's unless specifically stated otherwise in the following Rules and Regulations.

Section 2. MCDX Service Access.

MCDX, owned and operated by MetroTex Commercial Data Exchange, Inc., will give an Access Code to each Subscriber. Having received an Access Code, the Subscriber shall follow these Rules and Regulations. Subscribers shall not allow the sharing of Access Codes or allow unauthorized access to MCDX Service. Each Access Code is personal to the Subscriber and such Subscriber is obligated to keep the Access Code confidential and may not share the Access Code with any other employees of Subscriber or any third party. Subscriber shall be responsible for any breach of such obligations. Subscriber shall immediately notify MCDX if any third party gains or has the potential to gain access to any of Subscriber's Access Codes, and shall be fully responsible for any and all activities that occur under such Access Code.

Section 2.1. MCDX Service Updates and Equipment.

From time to time changes, updates or enhancements of the MCDX Service may occur. Notification of these events will occur by posting a notice of the change on the MCDX web site.

Subscriber is solely responsible for acquiring and installing all equipment, hardware, software (including web browser software), telecommunications lines, Internet access connections and other items necessary to use MCDX Service.

Section 2.2. Users.

Subscriber may request a User to have access to MCDX Service in addition to the Subscriber, provided the User meets the definition of User in Section 1. Upon confirming the request for the additional User by Subscriber, no further documentation will be required between Subscriber and MCDX. If the User status changes, the Subscriber must notify MCDX within 3 business days. Users who support multiple agents in an office (office managers), must have a letter from the managing Broker identifying the supported agents.

Section 2.3. Not an MLS.

MCDX is not a Multiple Listing Service, and no offers of compensation or cooperation can be made through MCDX. Any offers of Cooperation and/or Compensation can only be made through the managing broker(s). Where the Subscriber is acting on behalf of the seller or lessor, it is essential that there be a written agreement between the Subscriber and the seller or lessor authorizing the Subscriber to submit information on the property to MCDX. Exclusive right to sell/lease, exclusive agency agreements, open listing agreements and other forms of agreements are accepted. Net Listing agreements are not accepted. Agreeing to be a Subscriber is voluntary and information submitted to MCDX is on a voluntary basis.

Section 3. Content and Proprietary Rights.

All content provided to MCDX by Subscriber or User shall be free from claims of infringement of any kind. The content (or all rights thereto) provided by Subscriber shall be owned by Subscriber prior to its submission to MCDX, or Subscriber shall possess the rights, licensed or otherwise, to submit listing content to MCDX for its use in publication and dissemination without a threat or allegation of being in violation of another party's legal rights to the listing content. Subscriber may not submit any content to MCDX if Subscriber has or will grant exclusive rights to the content to a third party. Subscriber may not submit any content obtained from MCDX to a third party if a requirement of submitting the content is the granting of exclusive rights to the content. MCDX may reject or refuse to use, distribute or display any Database Content that it considers defective, libelous, slanderous, defamatory, inaccurate, incomplete, or that violates, misappropriates or infringes any rights of any third party. Neither Subscriber nor any User may submit any property descriptions, photographs, images, financial, transactional, tenant, contact or other information, "listing content" or "Database Content", to MCDX unless Subscriber has legal rights to publish, advertise and distribute that information.

If an error in the listing content contained in MCDX is caused by MCDX, Subscriber's sole remedy will be the correction of the error after notice to MCDX.

Section 3.1. License to MCDX.

Subscriber and User have the authority to and do hereby grant to MCDX a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, modify, resize, adapt, prepare derivative works of, distribute, perform and display the listing content for any purpose as determined by MCDX, and to modify, add to, or remove the metadata contained within such listing content. Subscriber and User warrant and certify to MCDX that (i) Subscriber or User is the copyright holder pursuant to a "Work Made for Hire" agreement and grant to MCDX the license set forth above; or (ii) the listing content is not subject to any restrictive

copyright agreement and grant to MCDX the license set forth above; or (iii) they have permission from the copyright holder of the listing content to grant to MCDX the license set forth above. As a condition to a Subscriber or User displaying any listing content, Subscriber or User on its website or Internet display shall designate an agent to receive notifications of claimed copyright infringement with the United States Copyright Office under the Digital Millennium Copyright Act (“DMCA”) (17 U.S.C. – 512). The failure to comply with this section shall result in the immediate suspension of the subject Subscriber or User’s right to use and display the listing content, without prior notice to the Subscriber. Subscriber hereby grants to MCDX a non-exclusive license to develop, use, display, distribute, exploit and sell Derivative Works utilizing Database Content submitted to MCDX by or on behalf of Subscriber and Subscriber’s Users.

Section 3.2. Authority.

MCDX may modify or suspend access to MCDX and MCDX Services (a) as necessary to comply with any law or regulation as reasonably determined by MCDX, (b) to comply with any court order or instruction or (c) if deemed necessary by MCDX in its sole discretion to prevent substantial harm to MCDX or its Subscribers or vendors.

Catylist and MCDX shall retain all right, title and propriety interest (including without limitation all copyrights, trademarks, patents, and trade secrets) in and to the Database Content (other than Subscriber’s submitted Database Content), including the designs, user interfaces, protocols, the “look and feel” of all screens and the organization and presentation of any of its components and Subscriber shall not acquire any proprietary rights thereto. Subscriber acknowledges that the development of MCDX involved the expenditure of substantial time and money. Except as expressly provided herein, MCDX does not grant any rights to Subscriber or any Users under any patents, copyrights, trademarks or trade secret information. Subscriber shall not alter or remove MCDX’s or any vendor’s name, trademarks, copyright notices, disclaimers or other restrictive legends in or on MCDX Service or on any Database Content.

Section 3.3. License to Subscriber.

Without limiting any other provision in these Rules and Regulations, MCDX grants Subscriber a limited, non-exclusive, non-transferable, non-assignable, revocable license to use MCDX Service (and the Database Content not submitted by Subscriber or Subscriber’s Users) solely for internal use including the provision of services to its clients or marketing its services to prospective clients in accordance with the terms, restrictions and limitations set forth herein.

Section 3.4. Prohibited Use.

Subscriber acknowledges that the following are strictly prohibited: (i) the license, grant, transfer, sale, assignment, and distribution of Service (and the Database Content not submitted by Subscriber or Subscriber’s Users) or otherwise making Service (and the Database Content not submitted by Subscriber or Subscriber’s Users) available to, or utilizing for, any third party;(ii) redistribution to any third party any Database Content not entered into by Subscriber or Subscriber’s Users; and (iii) developing a competitive product or service or building a product using the same features and functions of Service or similar ideas, features, functions, or graphics.

Section 4. Content Submission.

Submission of any property information to MCDX is voluntary on the part of the Subscriber. Information on property for sale or lease of the following types may be submitted by Subscribers to MCDX:

- (a) office
- (b) industrial
- (c) land
- (d) retail
- (e) multi-family investment of more than 4 units
- (f) special use

MCDX shall require use of standardized property information forms to submit information on properties for sale or lease to MCDX.

Section 4.1 Filings Subject to Rules and Regulations of MCDX.

Any property information to be filed with MCDX is subject to the Rules and Regulations upon filing.

Section 4.2 Detail of Information Filed with MCDX.

Any property information sheet submitted to MCDX should include a description of the type of property and the price, or any pertinent information as determined by MCDX.

Section 4.3 Change of Status.

Any change in price or other change in the terms of the information originally filed shall be submitted to MCDX within seventy-two (72) hours (excluding weekends and holidays) by the Subscriber making the original information filing. Notice of a sale or lease shall be reported to MCDX by the Subscriber making the original information filing within seventy-two (72) hours (excluding weekends and holidays) of acceptance of a contract to purchase or lease. The Subscriber making the original filing shall report any cancelled sale or lease to MCDX within seventy- two (72) hours (excluding weekends and holidays) and the property information filing shall be reinstated in the compilation of current information.

Section 4.4 Withdrawal of Filing Prior to Termination.

Filings may be withdrawn from MCDX by the filing Subscriber.

Section 4.5 Specification of Price.

The Subscriber, acting on behalf of a seller or lessor, shall specify the price at which the property is being marketed unless the property is subject to auction or if the seller or lessor has not established a price.

Section 4.6 Multiple Unit Properties.

Any property which is to be marketed for sale or lease as multiple individual units must be so indicated on the property information sheet. When any part of a filed property has been sold or leased, the rules related to notifying MCDX shall be observed.

Section 4.7 Publication of Information.

Property information will be published in MCDX compilation for the period specified by the filing Subscriber.

Section 4.8 Filings of Suspended, Expelled, or Resigned Subscribers.

When a Subscriber is suspended or their Agreement is terminated, then all property information filings submitted by the Subscriber may be removed from MCDX.

Section 5 Negotiations.

The filing of information with MCDX by a Subscriber acting on behalf of a seller or lessor does not constitute an offer of cooperation. Any Subscriber wishing to cooperate in the marketing of the property must contact the filing Subscriber to determine the type of cooperation offered, the compensation offered (if any) to Subscribers procuring a purchaser or lessee, and the terms and conditions upon which the property being offered may be shown. Any Subscriber attempting to locate a property on behalf of a buyer must contact the Subscriber representing the seller/lessor to determine the terms and conditions of cooperation, the compensation offered (if any), and to arrange showings of prospective properties. Any offers of cooperation and/or compensation can only be made through the managing broker(s).

Section 6. Subscriber Fees.

Fees will be set by the MCDX Board of Directors. Each Subscriber is responsible for assuring that any affiliated Users obtain a Password to access MCDX.

Subscriber Fees will be established annually by the MCDX Board of Directors.

- (i) Subscriber Fees will be paid in advance on a quarterly basis. All fees must be paid electronically and set up for auto payment.
- (ii) Users -Subscriber-affiliated unlicensed administrative clerical staff and personal assistants - no charge.
- (iii) Economic Development Clients (EDC's) who do not hold a real estate license and are not licensed or certified appraisers may access the current MCDX compilation in a read-only format without the ability to add or edit information, for an annual fee to be established by the Board of Directors

Section 7. Enforcement of Rules and Regulations.

The following action may be taken by MCDX for noncompliance with the Rules and Regulations: For failure to pay any Subscription Fees or charges within ten (10) days of the date

due, MCDX shall suspend Service until fees or charges are paid in full. If MCDX, in its sole discretion, determines that the Subscriber, User or EDC is not in compliance with these Rules and Regulations, then MCDX may suspend Service to Subscriber, User or EDC until MCDX, in its sole discretion, determines that Subscriber, User or EDC is in compliance, or MCDX may simply terminate the Agreement.

Section 8. Confidentiality of MCDX Service.

All information provided by MCDX Service to Subscribers shall be considered confidential and is provided exclusively for the use of Subscribers as defined in Section 1.

Section 9. License by MCDX.

MCDX shall have the exclusive right to license Database Content and any portions thereof to any entity pursuant to the terms agreed upon by the MCDX Board of Directors.

Section 10. Reproduction.

Subscribers and Users shall not reproduce any Database Content or any portion thereof, except in the following circumstances: Subscribers and Users may reproduce from the Database Content, and distribute to prospective sellers, lessors, and purchasers, a reasonable** number of single copies of property information contained in the Database Content. **It is intended that the Subscriber be permitted to provide buyers or lessees with information relating to properties which the buyer or lessee has an interest in, or in which the Subscriber is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property information intended to facilitate the decision-making process in the consideration of a purchase, lease, or exchange. Factors which shall be considered in deciding whether the reproductions are reasonable in number, shall include, but are not limited to, the total number of filings in the compilation; how closely the filings reproduced relate to the purchaser(s) or lessee(s) expressed desires and ability to purchase or lease; whether the reproductions were made on a selective basis; and whether the type of properties are consistent with a normal itinerary of properties which would be shown to the prospective purchaser or lessee.

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property information of properties other than that in which a buyer has expressed interest, or in which the Subscriber or User is seeking to promote interest, or which is necessary to assist a seller or lessor in ascertaining a reasonable market price, does not appear on such reproduction. Nothing contained herein shall be construed to preclude any Subscriber from utilizing, displaying, distributing, or reproducing property information sheets or other compilations of data pertaining exclusively to properties submitted to MCDX by the Subscriber.

None of the foregoing shall be construed to prevent any individual legally in possession of current property information, sold information, comparable, or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that MCDX has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as

supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

Section 11. Limitations on Use of MCDX Information.

Use of information from the compilation of current property information, from the statistical report for public mass media advertising by a Subscriber or in other public representations, may not be prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by MCDX must clearly demonstrate the period of time over which claims are based and must include the following, or substantially similar, notice: Based on information from the MCDX for the period (date) through (date).

Section 12. Changes in Rules and Regulations.

Amendments to Rules and Regulations shall be by a majority vote of the MCDX Board of Directors.