



660 American Avenue, Suite 203 • King of Prussia, PA 19406
Business Office: 1-810-783-4650
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**PARTICIPANT BROKER RECIPROCIITYSM
CONTENT LICENSING AGREEMENT**

THIS PARTICIPANT BROKER RECIPROCIITYSM CONTENT LICENSE AGREEMENT (“Agreement”) entered into this ___ day of _____, 20___, (“Effective Date”) between

(“TREND”)

the Delaware Valley Real Estate Information Network, Inc.
a Pennsylvania Corporation having principal offices at
660 American Avenue, Suite 203, King of Prussia PA, and

(“BR Participant”)

_____ (name of broker) , authorized TREND Participant of
_____ (name of firm) having principal offices at
_____, and

(“VENDOR”)

_____ (name of authorized representative)
_____, a _____ Corporation having principal offices at

Recitals

Whereas TREND is a real estate multiple listing computer service; and whereas TREND has created an information database comprised of a proprietary compilation of data and images owned and/or copyrighted by TREND (“COMPILATION”); and

Whereas BR PARTICIPANT has contracted with VENDOR to provide services in connection with the Internet advertising of properties listed for sale by brokers participating in Broker ReciprocitySM including but not necessarily limited to data downloading, data manipulation, and data formatting, as well as programming, website design and website hosting, and

Whereas BR PARTICIPANT and VENDOR seek to license from TREND that portion of COMPILATION containing specific Broker ReciprocitySM data and images as defined below and in Appendix A (“BR CONTENT”); and

Whereas TREND is willing to license BR CONTENT to BR PARTICIPANT and VENDOR as described in the terms and conditions set forth below and in Appendices A and B.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1. Definitions:

1.1 Broker ReciprocitySM Content (BR CONTENT) - That sub-set of the COMPILATION as defined by Appendix A comprising selected listing data fields (as determined by TREND) and property photos of current Active and Active Under Contract listings of property filed by Participants who have not opted out of Broker ReciprocitySM participation for inclusion in the COMPILATION. Exception: Excluded from the BR CONTENT are listings of property where the seller and/or the Participant, with the knowledge of the seller, has prohibited Internet advertising of the property.

1.2 Broker ReciprocitySM Participant (BR PARTICIPANT) - A PARTICIPANT from a FULL PARTICIPATION OFFICE or Limited Participation Office, with a reciprocal membership agreement between TREND and the Participant's primary MLS, who:

- holds a current, valid real estate broker's license, AND
- is capable of making and accepting offers of compensation to and from other PARTICIPANTS, AND
- gives permission to other PARTICIPANTS, through the TREND Broker ReciprocitySM Program, to advertise PARTICIPANT'S eligible listings on other PARTICIPANTS' Broker ReciprocitySM websites (if any) in return for other PARTICIPANTS' permission to PARTICIPANT to advertise their eligible listings on PARTICIPANT'S Broker ReciprocitySM website (if any).

1.3 Full Participation Office - An office in which the PARTICIPANT has subscribed to TREND under the terms of and signed a TREND Full Participation Subscription Agreement.

1.4 Multiple Listing Service (MLS) - A Multiple Listing Service (MLS) is a means by which authorized real estate broker members of the service make blanket unilateral offers of compensation to other such authorized members and is a means for collecting, correlating, and disseminating information, which includes information about real property that is or has been listed for sale/rent, which may include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers, associate brokers, sales licensees, and licensed or certified real estate appraisers in connection with the sale and appraisal of real property.

1.5 Limited Participation Office – An office in which the Participant has subscribed to TREND under the terms of and signed a TREND Limited Participation Subscription Agreement.

1.6 Compilation - the entire MLS information database, including the proprietary compilation of data and images owned and/or copyrighted by TREND.

1.7 Participant - Any principal, partner, corporate officer or branch office manager who:

- holds a current, valid real estate broker's license and is capable of offering and accepting offers of compensation to and from other PARTICIPANTS, OR
- is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

1.8 Rules - The Rules and Regulations of TREND, as amended from time to time, and any operating policies relating to the Broker ReciprocitySM Program as promulgated by TREND.

1.9 Business Day – Every day except Saturday, Sunday, and holidays during which Federal government offices are closed.

2. Title; Grant of License.

2.1 Title. BR PARTICIPANT and VENDOR acknowledge that TREND owns all right, title, and interest in the copyrights in the COMPILATION.

2.2 Purpose of License. BR PARTICIPANT's and VENDOR's license and access to the BR CONTENT is for the sole purpose of permitting BR PARTICIPANT to display the BR CONTENT in the form of real estate advertising and services in compliance with the terms of this Agreement and the RULES on a single website at <http://www.> (the LICENSED SITE).

2.3 Grant of License. TREND hereby grants to BR PARTICIPANT and VENDOR a nonexclusive, nontransferable, revocable license to access, download, display, and provide limited distribution of BR CONTENT for the purpose set forth in Section 2.2 and at all times subject to the restrictions set forth in this Agreement and Appendix B. For the purposes of this Agreement, "distribution" is limited to e-mail, auto-responders, and web generated printouts directed to consumers who may be interested in the properties thus provided.

2.4 No Sale or Assignment; Rights Retained. This Agreement is a license, not a sale or assignment. Neither BR PARTICIPANT nor VENDOR may make any use of the BR CONTENT or any part of it except as expressly provided by this Agreement. Any other reproduction, distribution, transmission or retransmission of BR CONTENT, in whole or in part, is strictly prohibited. TREND retains all rights not expressly granted to BR PARTICIPANT and VENDOR herein, and nothing herein grants or shall be construed as granting by implication, estoppel, or otherwise any licenses to BR PARTICIPANT, VENDOR or other third party except as expressly set forth in this Agreement.

3. Compensation. BR PARTICIPANT agrees to pay a non-refundable Initial Licensing Fee of \$249 and a Monthly Licensing Fee of \$35 per month. The amounts of these fees are established by the TREND Board of Directors and may be modified from time to time at the sole discretion of the TREND Board of Directors. The Initial Licensing Fee is due upon signing of this Agreement. The Monthly Licensing Fee may be paid semi-annually in advance, or monthly via automatic payments billed to BR PARTICIPANT's credit card. All expenses and costs incurred by BR PARTICIPANT and/or VENDOR in connection with carrying out operations and activities pursuant to this Agreement shall be the sole responsibility of BR PARTICIPANT and/or VENDOR.

4. Warranties and Limitation of Liability.

4.1 Warranties. TREND represents and warrants that it has, and at all times during the term of this Agreement will have all rights and authority to license and provide access to BR CONTENT to BR PARTICIPANT and/or VENDOR, and neither the BR CONTENT nor TREND's licensing of it to BR PARTICIPANT and VENDOR infringes the rights of any third party. BR PARTICIPANT and VENDOR each represent and warrant that 1) it has all rights and authority to enter into and perform its obligations under this Agreement in accordance with its terms; and 2) that the LICENSED SITE will not infringe the rights of any third party, including any copyright, trademark, service mark, and patent rights.

4.2 Disclaimer of Warranty. EACH PARTY HERETO DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TREND DISCLAIMS ANY WARRANTY OF THE ACCURACY, RELIABILITY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THE COMPILATION OR BR CONTENT.

4.3 Limitation of Liability. OTHER THAN AS SET FORTH IN PARAGRAPH 4.4, IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE TO ANY OTHER PARTY HERETO OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE TRANSMISSION OR USE OF BR CONTENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TREND'S ENTIRE LIABILITY TO BR PARTICIPANT OR VENDOR, AND THE EXCLUSIVE REMEDY OF BR PARTICIPANT OR VENDOR HEREUNDER FOR ANY CLAIM, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID BY BR PARTICIPANT OR VENDOR TO TREND, IF ANY, UNDER THIS AGREEMENT FOR THOSE SERVICES UPON WHICH LIABILITY IS BASED.

4.4 Copyright Infringement. THE PROVISIONS OF PARAGRAPH 4.3 NOTWITHSTANDING, TREND RESERVES ALL RIGHTS AND REMEDIES AVAILABLE TO IT UNDER THE COPYRIGHT ACT OF 1976, AS AMENDED.

5. Limitations on Use of BR CONTENT.

5.1 No Commingling. BR CONTENT when displayed shall not be commingled with content obtained from any source other than TREND, nor shall it be displayed on any single page or window of the LICENSED SITE with other properties for sale obtained from any source other than TREND.

5.2 BR CONTENT Delivery. TREND agrees to make available BR CONTENT to BR PARTICIPANT or VENDOR, as directed by BR PARTICIPANT, a) a compressed set of delimited ASCII data files to be delivered via ftp and b) full or incremental compressed batches of photo files in jpeg format to be delivered via ftp. TREND requires that BR PARTICIPANT provide a static IP address for the delivery of BR CONTENT.

5.3 BR CONTENT Updates. TREND agrees to make available updates of BR CONTENT on each BUSINESS DAY. TREND's failure to do so as a result of technical difficulties does not constitute a breach of this Agreement. BR CONTENT obtained under the terms of this Agreement and displayed the LICENSED SITE must be downloaded and refreshed at least once every seven (7) days. TREND strongly recommends that data be updated every business day. TREND agrees to provide to BR PARTICIPANT and/or VENDOR at the direction of BR PARTICIPANT:

- At least thirty (30) days advance notice via email of changes to the file and record formats of BR CONTENT;
- At least thirty (30) days advance notice via email prior to enforcing any changes to the RULES.
- At least thirty (30) days advance notice via email of any change to the licensing fees charged under this Agreement.

5.4 BR CONTENT Display. BR PARTICIPANT and VENDOR agree to make all reasonable efforts to comply with all statutes and governmental regulations applicable to the advertising of real property, including, but not limited to, those of the Pennsylvania, New Jersey and Delaware Real Estate Commissions and the Federal Fair Housing Acts. Additionally BR PARTICIPANT and VENDOR will comply with the terms of this Agreement, the RULES, and the BR CONTENT display provisions outlined in Appendix B.

5.5 Publication. BR PARTICIPANT and VENDOR agree, for themselves, their employees and contractors that that they will not publish BR CONTENT on any other website without first obtaining a separate license agreement from TREND and further agree that they will not grant any third party any rights in BR CONTENT, or use of BR CONTENT, except as expressly provided in this Agreement. BR PARTICIPANT and VENDOR will disclose to TREND any and all Internet homepage addresses (URLs) used to operate the LICENSED SITE. BR PARTICIPANT and VENDOR shall notify TREND within five (5) business days of any significant change to the LICENSED SITE. A significant change shall be any change to the LICENSED SITE's homepage URL, new or additional website homepage URL, or change in the manner or extent to which BR CONTENT is searched, displayed or distributed to consumers on or by means of the LICENSED SITE. In the event that access to BR CONTENT on the LICENSED SITE is protected by a registration process or user name and password, BR PARTICIPANT shall provide TREND with access to such protected area.

5.6 Confidentiality. All parties agree to keep confidential all "Confidential Information" of all other parties received in connection with this Agreement. For purposes of this Agreement, "Confidential Information" means: i) the terms of this Agreement; ii) any information in written or electronic form marked and identified as "Confidential" by the disclosing party; and iii) access IDs and passwords, other access information and data structure information relating to the COMPILATION and BR CONTENT, and fields and records in the BR CONTENT designated as confidential in Appendices A and B. All parties agree to protect the Confidential Information of the others with the same degree of care it takes to protect its own sensitive business information of like kind, but in no event less than reasonable care. All parties shall refrain from disclosing the Confidential Information of the others to any person or entity during the term of the Agreement and thereafter, except to its employees, agents and attorneys who have a need to know in order to fulfill a party's obligations under this Agreement. Any party may disclose the Confidential Information if such disclosure is required by law, court order or regulation; provided, however, that such party makes commercially reasonable efforts to notify the other party in writing in advance of such disclosure.

6. Term and Termination. The term of this Agreement begins on the Effective Date and runs until December 31st of the current year. Unless terminated, this Agreement shall renew automatically for successive one-year periods each subsequent January 1st. This Agreement shall terminate upon the occurrence of any of the following events:

- TREND's notice to BR PARTICIPANT that this Agreement is terminated. TREND has the right at any time and at its sole discretion to terminate this Agreement.
- BR PARTICIPANT's notice to TREND that it no longer intends to display BR CONTENT on the LICENSED SITE.
- Termination of BR PARTICIPANT's privileges as a TREND PARTICIPANT.

Upon termination for any reason, BR PARTICIPANT and VENDOR shall immediately discontinue all distribution and use of BR CONTENT and shall return to TREND or destroy all materials, storage media and all associated documentation.

7. Breach and Cure. If TREND notifies BR PARTICIPANT of any breach of this agreement, BR PARTICIPANT shall have five (5) days to cure said breach. If BR PARTICIPANT fails to cure said breach, TREND shall have the right to notify VENDOR and request that any breach within VENDOR'S control be cured immediately. If BR PARTICIPANT and/or VENDOR are not able or willing to comply with any notice of breach, BR PARTICIPANT and VENDOR shall immediately suspend all use of BR CONTENT on BR PARTICIPANT's website until such time as TREND notifies BR PARTICIPANT (with copy of such notification to VENDOR) that said breach has been cured. In the event that BR PARTICIPANT and/or VENDOR fail to cure any breach within fourteen (14) days of notice by TREND, TREND may terminate the Agreement immediately without further notice.

8. Injunctive Relief. BR PARTICIPANT and VENDOR acknowledge that the COMPILATION and BR CONTENT are valuable assets to TREND and that breach of this Agreement with respect to use of the BR CONTENT will result in irreparable harm to TREND for which monetary damages may not be adequate. TREND is therefore entitled to, in addition to all other forms of relief, injunctive relief as may be necessary to restrain any continuing or further breach by BR PARTICIPANT and VENDOR or any one of them, without showing or proving any actual damages sustained by TREND.

9. Indemnification. In the event any party breaches any provision of this Agreement, including its representations and warranties hereunder, that party (the Indemnifying Party) shall indemnify the other parties (the Indemnified Party), its subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the Indemnifying Party's breach. The Indemnified Party shall i) promptly notify the Indemnifying Party in writing 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 ii) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any such claim.

10. No Restrictions. Nothing in this agreement shall be construed to prohibit TREND from entering into a similar or competing business.

11. Miscellaneous Provisions

11.1 Independent Contractors. The parties hereby agree that no agency, joint venture, or partnership is created by this Agreement and that the parties are independent contractors to one another.

11.2 Assignment. BR PARTICIPANT and VENDOR may not grant, assign, sub-license, or otherwise convey any rights granted to BR PARTICIPANT or VENDOR under the terms of this Agreement or any duty or obligation owed by BR PARTICIPANT or VENDOR to TREND under this Agreement, without the prior written consent of TREND.

11.3 Enforcement of Rights. BR PARTICIPANT and VENDOR shall inform TREND if it obtains or possesses actual knowledge that any third party has infringed the intellectual property rights of TREND. In the event that TREND seeks to enforce its intellectual property rights against any third party in a matter arising out of the use of the BR CONTENT on the LICENSED SITE, the BR PARTICIPANT and VENDOR shall assist TREND in that effort at TREND's request and sole expense.

11.4 Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties agree that such action will be brought in the Court of Common Pleas of Montgomery County, Pennsylvania, and the parties hereby submit to the jurisdiction of said Court.

11.5 Modification. No amendment or modification of any of the terms or provisions of this Agreement shall be valid or binding unless contained in a writing signed by the parties.

11.6 Severability. If any term, condition, or provision of this Agreement is held to be unenforceable for any reason, such provision shall, if possible, be interpreted rather than voided, to achieve the intent of the parties to this Agreement to the extent possible. In any event, all other terms, conditions, and provisions of this Agreement shall be deemed valid and shall continue in full force and effect.

11.7 Force Majeure. Any delays in performance by any party are not a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the party affected, including acts of God, governmental restrictions, strikes, fire, flood, explosion, riots, war, civil disorder, rebellion, or sabotage. The party suffering such occurrence shall immediately notify the other party and any time for performance shall be extended by the actual time of delay caused by the occurrence.

11.8 Survival. Sections 4, 5.6, 7, 8, 9, 11 and 12 shall survive the termination or expiration of this Agreement.

11.9 Entire Understanding. This Agreement contains the entire understanding and agreement of the parties and there are no representations, warranties, promises or undertakings other than those contained herein. This Agreement supercedes and cancels all previous agreements between the parties. The foregoing notwithstanding, the RULES, as amended from time to time, are expressly incorporated into this Agreement by reference.

12. Notices. Payments shall be made by mailing checks to TREND's address. Notices regarding breach or termination of this Agreement shall be sent by certified or registered mail, postage prepaid, addressed to the parties as follows:

If to TREND:

Rita C. Johnson
President and CEO
660 American Avenue, Suite 203
King of Prussia, PA 19406

If to BR PARTICIPANT:

(if blank use BR Participant address below)

If to VENDOR:

(if blank use Vendor address below)

In witness whereof, and intending to be legally bound, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

BR PARTICIPANT

signature _____ date _____
name & title _____ brokerage name _____
e-mail _____ address _____
(_____) _____ (_____) _____
voice # _____ fax # _____
website homepage address (URL) http:// _____

VENDOR

signature _____ date _____
name & title _____ company name _____
e-mail _____ address _____
(_____) _____ (_____) _____
voice # _____ fax # _____
tech contact _____ tech e-mail _____

TREND

signature _____ date _____
Thomas L. Phillips
Chief Operating Officer

TREND

660 American Avenue, Suite 203
King of Prussia, PA 19406

additional contact **Industry Relations Department**
e-mail IndustryRelations@TRENDMLS.com
phone (610) 783-4650 (610) 783-4695
voice # _____ fax # _____

Appendix A

The specific BR CONTENT to be licensed is:

1. TReND Listing Categories:

Residential (single family)	(Category 1)
Lot/Land/Farm	(Category 2)
Multi-Family	(Category 3)
Commercial/Industrial/Investment	(Category 4)
Rental*	(Category 6)

2. TReND Listing Statuses:

Active	(A)
Active Under Contract	(AC)

3. Geography includes but is not limited to the following counties:

<u>PENNSYLVANIA</u>	<u>NEW JERSEY</u>	<u>DELAWARE</u>
Bucks	Burlington County	Kent
Berks	Camden County	New Castle
Chester	Gloucester County	
Delaware	Mercer County	
Montgomery	Salem County	
Philadelphia		

4. TReND Data Fields:

The following data fields are delivered in BR CONTENT to BR PARTICIPANT and/or VENDOR at BR PARTICIPANT'S direction, subject to the terms, conditions and restrictions of the Content Licensing Agreement and the restrictions and conditions noted in both this Appendix and Appendix B.

Data fields marked "C" in the Confidential/Restricted column are deemed confidential by TReND. The data contained in them may not be searched or displayed. Data fields marked "R" in the Confidential/Restricted column are deemed restricted by TReND. The data contained in them may not be searched or displayed except in accordance with the Content Licensing Agreement and the restrictions and conditions noted in both this Appendix and Appendix B. Any data field not listed below may not be searched or displayed unless express written permission for such is obtained from TReND.

TABLE NAME Confidential/Restricted

Features

PropID	C
dtmodified	R
PropType	
GroupID	C
FeatID	C
Group_Desc	
Feat_Desc	

Members

agentcode	C
officecode	C
namefirst	
namemi	
namelast	

Office

officecode	C
officename_long	
mailcity	

* An additional data feed at the request of the broker is required

mailstate	
officephone	
Prop Main	Confidential/Restricted
propid	C
listnum	
status	
catgnum	R
streetname	R
streetdir	R
streetnum	R
unit_num	R
city_po	
state	
zip_code	
fips	C
areacode	R
sub_nbhd	
school_dist	
listoffcode	C
listagent	R
listprice	
listdate	R
new_const	
type_of_prop	
design	
farmhouse_yn	
total_rooms	
bedrooms	
fullbaths	
partial_baths	
approx_age	
approx_sqft	
land_sqft	
zoning	
lot_dim	
tot_acres	
bsmt_yn	
garage_yn	
central_air_yn	
water_front_yn	
elementary_school	
middle_school	
high_school	
assoc_fee	
assoc_fee_freq	
condo_assoc_yn	
ho_assoc	
address_fpn	C
tax_yr	
assmt	
tot_re_tax	
directions	R
map_coord	R
limited_service	C
co_list_agt	R
source_sqft	
internet_yn	C
VirtualTourURL	

Prop 1**Confidential/Restricted**

propid
family_rm_yn
dining_rm_yn
oth_rm_name
oth2_name
oth3_name
fireplace_yn
swim_pool_yn
housing_older
model_name
builder_name
lev_this_unit
oth4_name

C

Prop 2

propid
depth_footage
front_footage

C

Prop 3

propid
appx_bldg_sqft
total_units
num_effic
num_one_br
num_two_br
num_three_br

C

Prop 4

propid
ann_lease_sqft
ann_rent_sf_office
ann_rent_sf_whse
base_pr_sqft
bldg_name
land_only
len_lease
max_lsepr_acre
min_lse_acre
mo_lse_price
net_lease_sqft
net_rent_area
num_floors
num_leased_units
num_of_bldgs
num_units
other_price_sqft
price_per_sqft
retail_price_sqft
sale_lease_both
tot_bld_sqft
total_parking

C

Prop Room	
propid	C
room_id	
on_level	
size_1	
size_2	

Prop Unit	
propid	C
unit_no	
bdrm_no	
fb	
hb	
rent_high	
rooms	
sqft	

Remarks	
propid	C
catgnum	R
remarks_pub	

5. Notes:

- A. The field "PROPID" is the database foreign key that permits the various tables containing listing data to be joined using database software. This field is TReND's internal, confidential record number. The field "LISTNUM" contains the number that real estate agents and consumers typically refer to as the "MLS number" or "listing number." Only LISTNUM may be displayed on the LICENSED SITE.
- B. TReND reserves the right at any time to remove any data field from BR CONTENT delivered to BR PARTICIPANT and/or VENDOR.
- C. TReND reserves the right to deem specific data fields as "confidential" or "restricted" at any time.

Appendix B

1. Required Disclosures, Notifications and Disclaimers

A. Brokerage Identification / Brokerage Branding) Must Be Present On:

- the website home page,
- all website pages which display BR CONTENT obtained from TReMD under a Broker Reciprocity or other content licensing agreement with TReMD,
- on all website pages used to search for TReMD BR CONTENT as described,
- on all website pages which appear when navigating directly between any of the website pages described above,
- on all print outs generated from the website which contain TReMD BR CONTENT as described, and
- with any electronically forwarded information which contains TReMD BR CONTENT as described from the website to any person or entity.

Brokerage Identification and Branding: Identification (or branding) of the BR PARTICIPANT's brokerage firm or company name, must appear in such a manner that it is clear to a reasonable consumer that the web site is that of the BR PARTICIPANT's firm or company or that of a licensee affiliated with the BR PARTICIPANT's firm or company and NOT:

- the web site of any other person or entity or
- a web site co-operated by a BR PARTICIPANT with any other person or entity other than a licensee affiliated with the BR PARTICIPANT's brokerage firm or company or another BR PARTICIPANT.

Also required to appear with the BR PARTICIPANT's brokerage firm or company identification (or branding) is the city and state location of at least one office of the firm or company and the main telephone number of that office or of the firm or company (as determined by the PARTICIPANT). A link tied to or near the BR PARTICIPANT's brokerage firm or company identification that opens a separate page or window containing the such information will be deemed to satisfy this requirement.*

*Note: Above and beyond the above TReMD requirement, the real estate licensing laws of Pennsylvania, New Jersey, Delaware and other states require websites to display additional brokerage and licensing information, such as office location, main telephone number and real estate license number. Specific requirements are available from the regulatory authorities of applicable states

B. Co-Branding

1. **Permitted Co-Branding:** The name or names of licensees affiliated with the BR PARTICIPANT's brokerage firm or company may appear co-branded with the name of the brokerage firm or company on any of the website pages listed above. If the name(s) of any affiliated licensee(s) is/are co-branded with the name of the brokerage firm or company, the display of such co-branding must conform with the regulatory requirements of all states for which the BR PARTICIPANT and BR SUBSCRIBER choose to display TReMD BR CONTENT. Exception: In the event of a mutually exclusive conflict between the regulatory requirements of two or more states for which BR PARTICIPANT and BR SUBSCRIBER choose to display properties, BR CONTENT properties located in such states must be displayed on separate pages or windows of the web site in conformity with the applicable regulatory requirements.
2. **Prohibited Co-Branding:** Co-branding by or of any person or entity other than a licensee affiliated with the BR PARTICIPANT's brokerage firm or company or another BR PARTICIPANT is not permitted on any web site page referenced above. Any such co-branding is deemed to render the web site not that of the brokerage firm or company as required by the TReMD Rules and Regulations, Section 16(a), and therefore is not eligible for display of BR CONTENT.

- C. **Advertising:** Sections A and B above are not intended to preclude BR PARTICIPANTS and/or BR SUBSCRIBERS from advertising products or services of persons or entities other than those offered by the BR PARTICIPANT's brokerage firm or company (including affiliated licensees) on any of the web site pages listed above. However, such product and service offerings must be clearly labeled as advertisements or displayed in such a manner that it is clear to a reasonable consumer that they are advertisements and not co-branding of any person or entity other than a licensee affiliated with the BRP's brokerage firm or company or another BR PARTICIPANT..

2. The following notifications and disclaimers must be present and legible on:

- every website page which displays TReND BR CONTENT obtained under a Broker Reciprocity or any other licensing agreement with TReND, and
- every print out generated from the website which contains TReND BR CONTENT as described, and
- every page or screen of information which contains TReND BR CONTENT as described which is forwarded electronically by the website to any person or entity.

A. Copyright Notification: A TReND copyright notification using the following wording must appear:

“© <current year> TReND, All Rights Reserved” or “Copyright <current year> TReND, All Rights Reserved”

Note: This copyright notification must not be displayed in a manner such that a reasonable consumer would believe or be lead to understand that TReND is a real estate broker or that TReND is being attributed as the listing broker of any displayed properties.

B. Accuracy Disclaimer: A disclosure must appear indicating that the property information displayed by the website is deemed reliable but is not guaranteed. The following wording will satisfy this requirement:

“Information Deemed Reliable But Not Guaranteed.”

3. The following (or substantially similar) notifications and disclosures must be present & legible on either:

- the website home page, or
 - every website page used to search for TReND BR CONTENT, or
 - if any notification or disclosure listed below does not appear on pages of the website as described in items 1 or 2 then it must appear on all website pages which display TReND BR CONTENT.
- A.** “The data relating to real estate for sale on this website appears in part through the TReND Broker ReciprocitySM program, a voluntary cooperative exchange of property listing data between licensed real estate brokerage firms in which <name of firm or company> participates, and is provided by TReND through a licensing agreement.”
- B.** “The information provided by this website is for the personal, non-commercial use of consumers and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.”
- C.** “Some properties which appear for sale on this website may no longer be available because they are under contract, have sold or are no longer being offered for sale.”

4. Restrictions on Website URL’s and Website Names: Websites displaying listing data obtained through the TReND Broker ReciprocitySM program may not use the term “MLS” or the words “Multiple” (or “Multi”) “Listing” (or “List”) “Service” (or “System”) together or in any combination anywhere in their website address (URL) or website name in such a manner that a reasonable consumer would believe the website is a Multiple Listing Service or provides access for consumers to search or view the Multiple Listing Service.

5. Restrictions on assertions of what can or is being searched or viewed on Website.

- A.** The Website may not contain any assertion, reference, indication or suggestion that “the MLS”, “the multiple Listing Service”, “the Multiple Listing System”, “TReND”, “TReND MLS”, “the TReND Multiple Listing Service” or “the TReND Multiple Listing System” can or is being searched or viewed on the website.
- B.** Website may not contain any assertion, reference, indication or suggestion that all listings of any or all brokers or listings of any or all TReND member brokers can be searched or viewed on the website.
- C.** If a representation as to the completeness of property data available to be searched on the website is made the following disclaimer must appear legibly on the page where such a claim is made:
- “The listings of some real estate firms do not appear on this website. Some properties listed with firms contributing listings to this website do not appear at the request of the seller.”

6. Content Display Restrictions

A. Displaying and Mapping of Restricted Address and Location Information

1. **ADDRESS AND MAPPING DISPLAY OPTION 1:** BR PARTICIPANT, BR SUBSCRIBER and VENDOR may for ALL listings opt to display none of the restricted address, mapping and directions fields listed in APPENDIX A on LICENSED SITE. If BR PARTICIPANT, BR SUBSCRIBER and VENDOR opt not to display address fields then no property's location or street address may be displayed on any map displayed, printed or forwarded by or from LICENSED SITE. LICENSED SITE must prohibit searches by, display of and mapping of the following data fields: **streetname, streetdir, streetnum, unit_num, directions, and map_coord.**
2. **ADDRESS AND MAPPING DISPLAY OPTION 2:** Contained in the **PROP MAIN** table of the BR DATA, is the data field **address_fpn**. The data populated in that field for each listing specifies whether and to what extent property address and location information may be searched for, displayed and mapped on LICENSED SITE. The **address_fpn** field is populated with a "Y," or an "N."
 - **Y – ADDRESS DISPLAY YES**
~ Authorizes display of, and mapping by and of **streetname, streetdir, streetnum, unit_num, directions, and map_coord.**
 - **N – ADDRESS DISPLAY NO**
~ Prohibits display of, and mapping by and of **streetname, streetdir, streetnum, unit_num, directions, and map_coord.** (Note: If the **address_fpn** field contains a null entry it is to be treated the same as an entry of "N".)

B. Other Restricted Data Fields

1. **listdate:** is the originating date reported to TReND of the agreement between the listing broker and the seller. This data field may not be displayed on LICENSED SITE, nor may the **listdate** be referenced as a criteria for searches. However the **listdate** may be used to group or identify "recently listed" properties such as properties newly listed within the past day, three days, week, two weeks or month.
2. **dtmodified:** is the date each listing record was last modified. This data field may not be displayed on LICENSED SITE, nor may the **dtmodified** be referenced as a criteria for searches. However the **dtmodified** may be used to group or identify "recently updated" properties such as properties listed within the past day, three days, week, two weeks or month.
3. **catgnum:** is TReND's internal, category number. Data in this data field may be searched and displayed on LICENSED SITE but must be searched and/or displayed including the description (i.e. "Residential", "Lot and Land") and not just by the number (i.e. "1" or Category 1") as stored in the **catgnum** data field.
4. **status:** is TReND's internal, status letter code. Data in this data field may be searched and displayed on LICENSED SITE but must be searched and/or displayed including the description (i.e. "Active" or "Active Under Contract") and not just by the letter (i.e. "A" or "AC") as stored in the **status** data field.
5. **areacode:** is TReND's internal, number assigned to geographic divisions (such as townships, municipalities and in Philadelphia county and Delaware, agreed upon non-governmental divisions) within the various counties. Data in this data field may be searched and displayed on LICENSED SITE but must be searched and/or displayed always including the description (i.e. "Haverford Twp", "Narberth Boro") and not the number alone (i.e. "10422" or "10612") as stored in the **areacode** data field.

C. No Manipulation. BR CONTENT shall not be modified or manipulated, nor shall it be enhanced with material from other sources when displayed on the LICENSED SITE or on print outs generated by or electronically forwarded by or from the LICENSED SITE, except that contact information (including phone number, email address, and email link), agent names (and contact information), agent photographs, and logos relating to the listing broker and/or agent may be displayed as directed by BR PARTICIPANT and BR SUBSCRIBER.

D. Enhancements. BR CONTENT of properties listed by BR PARTICIPANT may be enhanced with material obtained from BR PARTICIPANT and/or real estate licensees affiliated with BR PARTICIPANT or material obtained elsewhere as directed by BR PARTICIPANT. Permissible Enhancements are:

1. Virtual Tour Links

2. Additional photographs of the listed property
3. Additional Remarks.
4. Addition of information (including dates, times, locations, and directions) and links relating to open houses for a listed property.

E. Display of Property For Sale Content Obtained From Sources Other than TReND.

1. **Other MLS' IDX Listings.** BRPs are permitted to display listings obtained from the Internet Data Exchange or Broker Reciprocity programs of other MLSs (*Other MLS' IDX Listings*) with listings obtained from TReND's *Broker ReciprocitySM Database* provided that on any page or window which displays both TReND *Broker ReciprocitySM Database* listings and *Other MLS' IDX Listings* all such listings are displayed in accordance with the display requirements of TReND. If such *Other MLS' IDX Listings* cannot be displayed in accordance with TReND requirements, then such *Other MLS' IDX Listings* must not be displayed on any page or window that displays the listings of other brokers obtained from TReND's *Broker ReciprocitySM Database* but may be displayed on a separate page or window.
 2. **BRP's Non-TReND MLS Listings.** BRPs are permitted to display properties their company or firm currently has listed with another MLS that are not contained in the *TReND MLS Participant Database (BRP's non-TReND MLS Listings)* with listings obtained from TReND's *Broker ReciprocitySM Database* provided that on any page or window which displays both TReND *Broker ReciprocitySM Database* listings and *BRP's non-TReND MLS Listings* all such listings are displayed in accordance with the requirements of TReND. If such *BRP's non-TReND MLS Listings* cannot be displayed in accordance with TReND requirements, then such *BRP's non-TReND MLS Listings* must not be displayed on any page or window that displays the listings of other brokers obtained from TReND's *Broker ReciprocitySM Database* but may be displayed on a separate page or window.
 3. **Non-MLS Listings.** BRPs are not permitted to display or frame non-MLS listed properties (*Non-MLS Listings*) on any page or window of their web site that displays the listings of other brokers obtained from TReND's *Broker ReciprocitySM Database*. Such *Non-MLS Listings* may be displayed on a separate page or window of the *BRP's* web site.
 4. **Other Brokers' Non-IDX Listings.** BRPs are not permitted to display or frame properties listed by other brokers obtained from sources other than TReND's *Broker ReciprocitySM Database* or the Internet Data Exchange or Broker Reciprocity program of another MLSs (*Other Brokers Non-IDX Provided Listings*) on any page or window of their web site that displays the listings of other brokers obtained from TReND's *Broker ReciprocitySM Database*. Such *Other Brokers Non-IDX Provided Listings* may be displayed on a separate page or window of the *BRP's* web site.
- F.** TReND reserves the right to deem specific fields as "confidential" or "restricted" at any time. BR PARTICIPANT, BR SUBSCRIBER and VENDOR agree, within five (5) days of notification by TReND, to remove from the website the ability to search by or display data fields deemed "Confidential" by TReND and to abide by restrictions as determined by TReND with data fields deemed "Restricted" by TReND. See Appendix A for list and confidentiality/restricted status of data fields.