

# **RMLS of Minnesota, Inc.**

## **Data Access Policy**

September 7, 2001, Amended May 3, 2002, November 1, 2002 and November 5, 2003

### ***Definitions:***

**Authorized User:** Participant, P/S Contractor, P/S Employee or Third Party accessing the RMLS Database for the limited activities authorized under the licensing agreement. Any unauthorized uses are prohibited.

**Basic Access:** Access to the RMLS Database via the NorthstarMLS.com web browser interface, including any ability to download listing data available via this interface.

**BR Data Access:** Access to the RMLS Database via any means established by RMLS for use by Participants under Section 12 of the Rules (relating to Broker Reciprocity<sup>SM</sup>).

**Custom Access:** Access to the RMLS Database via any means other than Basic Access, BR Data Access or RETS Access. (This includes but is not limited to API access.)

**Indirect Access:** Access to the RMLS Database from servers maintained by an Authorized User.

**P/S Contractor:** An entity that provides business services or products to or on behalf of a single Participant.

**P/S Employee:** An employee of a Participant or Subscriber.

**Participant:** Participant shall have the meaning given to it in Section 2.1 of the RMLS rules and regulations.

**RETS Access:** Access to the RMLS Database via the RETS server on NorthstarMLS.

**RMLS Database:** The database(s) of listings, office information, agent information and other real property data maintained by RMLS, or any part thereof.

**Rules:** The rules, regulations, enforcement guidelines and operating procedures of RMLS, as they are amended from time to time.

**Subscriber:** Any appraisal or real estate brokerage licensee affiliated with a Participant and for whom the Participant pays the MLS fees set forth by the Realtors® Association from which the Participant purchases RMLS's multiple listing services.

**Third Party:** Any entity that provides or desires to provide business services or products to or on behalf of more than one Participant.

### ***Access by Participants, Subscribers and their employees***

To the extent Participants, Subscribers and P/S Employees are entitled to access the RMLS Database, their use is subject to the RMLS Rules, including all provisions prohibiting redistribution for any purposes other than those set forth in the Rules.

Participants, Subscribers and P/S Employees are entitled to Basic Access at no additional charge from RMLS.

Participants are entitled to BR Data Access provided through an FTP directory at no additional charge from RMLS.

Participants are entitled to Custom Access, Indirect Access and RETS Access provided they pay the fees set forth in the Optional Access Fee Schedule below.

- *Support provided by RMLS staff to resolve issues not related to a RETS upgrade is billed at \$150/hr.*

### **Access by Contractors and Third Parties**

Access by P/S Contractors and Third Parties under this policy is limited to access for the purpose of redistributing the RMLS Database or products or services derived from it, only to Participants, Subscribers, and P/S Employees. Any other use is prohibited. Access is always subject to the Rules.

RMLS may provide Basic Access, BR FTP Data Access, RETS Access, and Custom Access to P/S Contractors. Any access by a P/S Contractor is subject to the following terms:

- The P/S Contractor and the Participant or Subscriber on whose behalf the P/S Contractor is working each sign an access agreement with RMLS, which provides, among other things, that the Participant or Subscriber is surety for the contractor's performance under the agreement.
- The P/S Contractor does not provide products or services relating to the RMLS Database to more than one Participant firm. (If it provides products or services to more than one firm, it is a Third Party, and the rules below apply.)
- If the P/S Contractor receives RETS Access, Indirect Access, or Custom Access the Participant or Subscriber on whose behalf it is working agrees to pay the fees set forth in the Optional Access Fee Schedule below.
- The P/S Contractor will agree to such other assurances and provisions as RMLS management may in its judgment deem necessary in the access agreement.

RMLS may provide Basic Access, BR FTP Data Access, Indirect Access, RETS Access and Custom Access to Third Parties. Any access by a Third Party is subject to the following terms:

- The Third Party signs an access agreement with RMLS.
- The Third Party pays in advance for all services received.
- If the Third Party will provide Custom Access, Indirect Access or RETS Access to Participants or Subscribers, it will pay the Indirect Access support fee specified in the Optional Access Fee below.
- If the Third Party will produce copyrightable works derived from the RMLS Database or based on the RMLS Database, it will agree to assign the copyrights in all such works to RMLS, which will license them back to the Third Party only for Indirect Distribution during the term of the access agreement.
- If the Third Party will produce works that contain statistical summaries of any part of the RMLS Database, the Third Party agrees to disclose its methodology for

such summaries to RMLS in advance and agrees to permit RMLS to perform an audit of the summaries based upon the methodology.

- The Third Party will agree to such other assurances and provisions as RMLS management may in its judgment deem necessary in the access agreement.
- If Custom Access or Indirect Access is used Participant, P/S Contractor or Third Party hosting the RMLS Database or any portion there of agree to provide RMLS with free access.
- A list of users must be provided at the request of RMLS and at least annually.
- All RETS Access queries must be limited to 2500 records per timed download between the hours of 6:00 A.M. and 10:00 P.M.
- *\*Support provided by RMLS staff to resolve issues not related to a RETS upgrade is billed at \$150/hr.*

The Board of Governors, on May 3, 2002, voted to suspend this policy with regard to uploading images and media.

### **Optional Access Fee Schedule**

Access Characteristics	Development Fee	Start-up fee (due when moved to production)	Monthly fee billed Quarterly
Custom Access Support & maintenance*	\$2,500 minimum (may be higher depending on interface required)	\$1,500 minimum (may be higher depending on interface required)	\$1,500 minimum (may be higher depending on interface required)
Indirect Access Support/maint.* Participant or P/S Contractor	\$1,000	\$500	\$200
Indirect Access Support & maintenance* Third Party	\$1,000	\$500	\$200
Direct RETS Access Support/maint*. Participant or P/S Contractor	\$1,000	\$500	\$500
Direct RETS Access Support & maintenance* Third Party	\$1,000	\$500	\$500

RMLS management is directed to adjust the fees on this schedule to ensure that all direct and indirect costs to RMLS for maintaining these services are reimbursed by those using them, but also ensuring that fees from these services do not subsidize RMLS's broader customer base.