

**Arizona Regional Multiple Listing Service, Inc.
MLS SUBSCRIBER AGREEMENT**

THIS AGREEMENT dated as of the ____ day of _____, 20____ is between **ARIZONA REGIONAL MULTIPLE LISTING SERVICE, INC.** ("ARMLS") and the undersigned Subscriber.

WHEREAS, ARMLS and Interactive Data Development, Inc., dba MarketLinX Solutions, ("MarketLinX") have entered into a Contract for Products and Services dated as of June 22, 2000 (the "Master Agreement") in which MarketLinX has agreed to provide certain services and access to MarketLinX's MirrorServe™ and CityServe™ on-line computer systems (the "System"); and

WHEREAS, Subscriber is a member of, or is permitted access to the System through, one of the following Boards or Associations of REALTORS®: Phoenix Association of REALTORS®, Scottsdale Area Association of REALTORS®, SouthEast Valley Regional Association of REALTORS®, West Maricopa County Regional Association of REALTORS®, or the Western Pinal Regional Association of REALTORS® (collectively the "Associations" or individually an "Association") and the Associations receive MLS services through ARMLS; and

WHEREAS, Subscriber desires to receive services in accordance with this Agreement, and in consideration of such services, Subscriber agrees to abide by the terms and conditions set forth herein.

IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

- 1. REPRESENTATIONS OF SUBSCRIBER.** Subscriber represents and warrants that, as of the date first set forth above, he/she is a real estate licensee or an appraiser licensed or certified by the State of Arizona, who is affiliated with an MLS Participant who is in good standing with an Association, and will continue in such capacity at all times while this Agreement is in effect. If Subscriber, at any time during the term of this Agreement, is no longer affiliated with an MLS Participant in good standing, Subscriber agrees to notify his/her Association and ARMLS promptly.
- 2. SYSTEM ACCESS.** ARMLS will issue one "Agent ID" number to Subscriber. Issuance of the Agent ID number will entitle Subscriber to (i) access and use the System through Subscriber's own System-compatible computer using Subscriber's own Internet connection, (ii) access and use the System through a System-compatible computer device and Internet connection provided by another person, and (iii) obtain an electronic key (for a separate fee and under a separate agreement) that can be used to access electronic keyboxes located on listed properties. Simultaneous access to the System using the same Agent ID is prohibited. THE AGENT ID NUMBER IS PROVIDED EXCLUSIVELY FOR THE PERSONAL USE OF SUBSCRIBER AND MAY NOT BE USED BY ANY OTHER PERSON TO ACCESS THE SYSTEM THAT IS NOT AUTHORIZED BY ARMLS MLS RULES AND REGULATIONS OR ARMLS POLICIES OR PROCEDURES.
- 3. TERM.** The term of this Agreement shall commence as soon as Subscriber has executed and returned this Agreement to ARMLS, Subscriber has paid all fees that are due and ARMLS has accepted this Agreement. The term of this Agreement shall continue in full force and effect until such time as (i) the Master Agreement terminates or expires, (ii) Subscriber is no longer eligible to receive the services provided under this Agreement, (iii) ARMLS terminates this Agreement due to Subscriber's default in accordance with Section 7 hereof; or (iv) this Agreement is terminated in accordance with the Master Agreement. Subscriber understands that, upon the termination of this Agreement, his/her Agent ID number will no longer be valid and he/she will not be able to access or use the System, will not be eligible to receive any other services or products under this Agreement or under the Master Agreement and will not be able to use the electronic key, if Subscriber has one, to open electronic keyboxes located on listed properties.
- 4. FEES.** Subscriber agrees to pay MLS Subscriber Fees to ARMLS within such times and in such amounts as shall be determined by the Board of Directors of ARMLS from time to time. Subscriber understands that such Fees will be due up to 14 months in advance. THERE SHALL BE NO REFUND OR PRORATION OF ANY SUBSCRIBER FEES UPON THE TERMINATION OF THIS AGREEMENT.
- 5. OWNERSHIP/MISUSES OF SYSTEM AND INFORMATION.** All rights to the System and the MarketLinX software programs therein, including any modifications or additions thereto, are and shall remain solely the property of MarketLinX. Subscriber acknowledges that all information stored in the System, except for the Subscriber's Contribution as defined below, including but not limited to real property listing data, photographs, Assessor and property tax information, new homes and builder information, HUD/VA data, agent and office information, and any other information that is available from the System (the "ARMLS Data"), is owned or leased by ARMLS and that ARMLS, and not Subscriber, shall retain all right, title and/or interest therein. Subscriber agrees to use such ARMLS Data only in connection with the pursuit of Subscriber's business of listing, selling, leasing and/or appraising real property and otherwise in a manner consistent with ARMLS MLS Rules, Regulations, policies and procedures. Subscriber agrees not to publish, reformat, recompile, resell, repackage, or use in any manner whatsoever the ARMLS Data, except as permitted in this paragraph, without the prior written consent of ARMLS.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED HEREIN BY THIS REFERENCE.

AUTHORIZED SUBSCRIBER (Please print or type the information below)

Print Name: _____

Signature: _____

Billing Address: _____

City/State/Zip: _____

Telephone: _____ Fax Number: _____ E-mail Address: _____

Office Name: _____ Office ID: _____ Agent ID: _____

For ARMLS Use Only	
By: _____	Date: _____

MLS PARTICIPANT AUTHORIZATION: MLS Participant affirms that he/she is in good standing with an Association and that Subscriber is affiliated with him/her and is eligible to receive the services contemplated under this Agreement.

Print Name: _____ **Signature:** _____