

Bright MLS Subscription Agreement

This contract governs your use of the Bright MLS Service and Authorized Feeds. By clicking “Accept” or accessing the Bright MLS Service, you become a Subscriber and agree to comply with these terms and the Bright MLS Subscription Documents. These terms provide important information about your rights and obligations when using the Bright MLS Service and Authorized Feeds. Capitalized terms are defined at the end of the document.

Using the Bright MLS Service. You are responsible for your activities using the Bright MLS Service and Authorized Feeds. The Bright MLS Service and Bright MLS Content are solely for authorized Subscribers and for authorized purposes. The Bright MLS Service and Bright MLS Content may only be used in connection with your legitimate business purposes.

Bright MLS grants you the following rights during the Term, on a personal, non-exclusive, non-sublicensable, and non-transferable basis: to access and use the Bright MLS Service using your Account Information; to access, download, and use the Listing Content or other Bright MLS Content; with respect to property listings for which you are the listing broker or agent, to input, update, and modify the Listing Content with respect to such listings, including the input of Listing Content as comparables.

Your Account Information. You are responsible for the use and security of your Account Information, including your login ID and password, consistent with this Agreement. You must notify Bright MLS immediately about any unauthorized use of your or anyone else’s Account Information.

Uploading Listing Content. All Images and Documents must comply with the Policy on Images (<https://support.brightmls.com/s/article/Bright-s-Policy-on-Images>). Prior to submitting Listing Content, you must obtain all Consents to grant Bright MLS the following license, which is hereby granted: a non-exclusive, perpetual, worldwide, transferable, royalty-free license to use, distribute, reproduce, display, adapt, create derivative works of, and perform the Listing Content in any form, in whole and in part, and in any manner, and to sublicense those rights through multiple tiers. Bright MLS will not distribute Listing Content for its advertising purposes without your prior consent. Bright MLS may add watermarks, metadata, tracking materials, notices, or disclaimers to Bright MLS Content that you may not delete, cover, or alter, and each must be reproduced on all copies of Bright MLS Listing Content.

If your Brokerage, your Brokerage’s Non-licensed Personnel, your Brokerage’s commonly owned or operated firm, or a third-party contractor on behalf of any of the foregoing entities submits Listing Content to Bright MLS or delivers Listing Content to another that may reasonably be foreseen to submit that Listing Content to Bright MLS, then Bright MLS must be granted the license in the prior paragraph for the Listing Content, you hereby grant Bright MLS the license described in the prior paragraph for Listing Content submitted by or on behalf of you or your Brokerage (if you are the Broker of Record and you possess such rights), and you represent and warrant that you (i) are not now or at any time aware of Listing Content being submitted to Bright MLS without rights consistent with the prior paragraph and (ii) upon becoming so aware, notified Bright MLS in writing and took commercially reasonable actions to facilitate a license consistent with the prior paragraph. You further represent and warrant that all commonly owned or operated firms and their contractors that create or otherwise supply Subscribers with Listing Content grant licenses that provide Bright MLS with rights consistent with the prior paragraph.

You may not use the Bright MLS Service or Bright MLS Content or input Listing Content in a manner that (i) infringes any third party’s rights; (ii) violates any law or regulation; or (iii) is false, misleading, defamatory, or that Bright MLS determines harms Bright MLS or any other party.

Limitations. You may not receive anything of value for the use of or access to Bright MLS Content by a non-Subscriber. You may not use the Bright MLS Service or Bright MLS Content to create, enhance, or structure any database in any form, whether or not for resale or distribution, unless you have separately executed an approved license with Bright MLS. Except for the licenses granted under this Agreement (review the Rules and Regulations for specific permissions), and with the exception of Listing Content for which you are the listing broker or agent, Bright MLS Content may not be resold, licensed, or otherwise distributed without the written consent of Bright MLS. You may not use Bright MLS Content to market your business or third party products or for similar purposes without the prior written consent of Bright MLS.

Broker of Record. You must be a Subscriber to the Bright MLS Service prior to your affiliated Licensees and Non-Licensed Personnel submitting an application to become a Subscriber. You are responsible for all matters relating to Listing Content submitted by or on behalf of your Brokerage and you are jointly and severally liable for your affiliated Subscribers’ compliance with this Agreement and the Bright Subscription Documents.

Licensees. Only Subscribers capable of offering and accepting cooperation and compensation to and from other Subscribers may enter and submit Listing Content. You may use the Bright MLS Service solely for the purposes of listing, renting, and selling real property on behalf of buyers and sellers.

Non-Licensed Personnel. You may use the Bright MLS Service only on behalf of the Broker of Record or Licensees with whom you are associated for the limited purposes of assisting the Broker of Record or Licensees to obtain listing information, enter or maintain a listed property, determine homes to be shown to potential buyers, determine the market value of a property, compile names and addresses of potential buyers and sellers of real estate, and assist in the completion of a sale of property in accordance with the agreement of sale.

Appraisers. You may use the Bright MLS Service solely for the purpose of valuation of real estate.

Using Authorized Feeds. You may elect to use Bright MLS's IDX, VOW, back office, statistical, or other premium product Authorized Feeds by completing the forms supplied by Bright MLS.

If you obtain an IDX or VOW Authorized Feed, Bright MLS grants you a nonexclusive, nontransferable, non-sublicensable, revocable license to access, download, display, and provide limited distribution of IDX or VOW Content, as applicable, in the form of real estate advertising and services only on a Licensed Site. 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 purchase, sale, or lease of the properties. You must comply with all IDX or VOW display requirements in the Bright MLS Subscription Documents and Bright MLS IDX and VOW policies (available here: <https://www.brightmls.com/products/idx>) and with federal, state, and local statutes. You may not permit, and must use commercially reasonable efforts to prevent, scraping, harvesting, or other copying or unauthorized use of an Authorized Feed and Licensed Site.

If you obtain brokerage back-office, statistical, or other premium product Authorized Feeds, Bright MLS grants you a nonexclusive, nontransferable, non-sublicensable, revocable license to utilize the Authorized Feed for the purpose identified in the applicable Bright MLS form and in accordance with applicable Rules.

Fees. You will timely pay all amounts due for access and use of the Bright MLS Service, and any Authorized Feeds. Fees are nonrefundable. You will pay all costs and expenses, including reasonable attorneys' fees, Bright MLS may incur in collecting amounts due and enforcing the terms of this Agreement and Rules. Failure to timely pay may result in suspension or termination of your account (and suspension or termination of any Subscribers affiliated with a Broker of Record); reinstatement may be subject to additional fees. Bright MLS may change its fees and policies at any time.

Electronic Communications. You consent to receiving electronic communications (e.g., email, text messages, website, or mobile application) on all subjects pertaining to this Agreement, which will satisfy any notice requirements.

GENERAL TERMS

Term and Termination. This Agreement and Subscriber's right to use the Bright MLS Service is effective until terminated as set forth below.

Bright MLS may at any time, without notice, and on reasonable grounds, deny (temporarily or permanently) Subscriber's access to the Bright MLS Service or an Authorized Feed to enforce the terms of this Agreement, to protect its name and goodwill, its business, or other Subscribers. Bright MLS may terminate this Agreement immediately, without opportunity to cure, in the event: (i) of Subscriber's non-performance or breach of this Agreement; (ii) applicable law requires; or (iii) Bright MLS deems termination to be necessary to avoid liability.

Broker of Record may terminate their Subscription to the Bright MLS Service by sending Bright MLS notice of termination 30 days prior to the end of their then-current billing cycle. All applicable provisions of this Agreement will survive termination. If Broker of Record's Subscription is terminated, the subscription of any affiliated Subscriber will also be terminated.

A Licensee may terminate their Subscription to the Bright MLS Service by having their Broker of Record send Bright MLS notice 30 days prior to the end of the quarter that Licensee is no longer affiliated with the Brokerage. A Licensee may change their Brokerage affiliation by submitting an online Subscriber transfer request and having the new Broker of Record approve the transfer electronically, or by submitting a written Subscriber transfer request notification authorized by the new Broker of Record, within 5 days of the transfer. All applicable provisions of this Agreement will survive the termination or transfer of Licensee's Subscription.

To avoid automatic renewal of this Agreement, termination notices must be received by Bright MLS at least 10 days prior to the next renewal subscription start date. Notices of termination may be provided via email or mail.

Upon termination of this Agreement, all licenses granted in this Agreement to Subscriber immediately terminate. Bright MLS may deactivate Subscriber's account, and no further access to the Bright MLS Service is authorized. Subscriber must immediately stop and discontinue all distribution and use of IDX and/or VOW Content and products utilizing IDX and/or VOW Content. Notwithstanding any term or condition to the contrary, in the event that Bright MLS terminates this Agreement for breach, Subscriber waives any pre-termination notice, arbitration, or other process as may be provided in the Bright MLS Subscription Documents.

Ownership. All copyrights and other right, title, and interest in and to the Bright MLS Service, the Bright MLS Database, and Bright MLS Content remain with Bright MLS and its Licensors. Bright MLS transfers no ownership or intellectual property interest or title in and to the Bright MLS Database, the Bright MLS Service, the IDX Content, or VOW Content to Subscriber. All text, data, images, graphics, user interfaces, visual interfaces, photographs, audio, sounds, video, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any Bright MLS Content, IDX Content, or VOW Content contained on or available through the Bright MLS Service and all derivatives thereof owned, controlled, and licensed by Bright MLS are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other federal, state and local laws and regulations.

To strengthen Bright MLS's ability to protect Listing Content, and as a condition of accessing the Bright MLS Service, you assign and transfer to Bright MLS all right, title, and interest in and to the copyrights associated with the selection, coordination, and arrangement of Listing Content. This does not represent an assignment of rights as to the Listing Content itself; all copyrights and other right, title, and interest in Listing Content submitted by you remains vested in the owner.

Protecting the Bright MLS Service. Subscribers may not permit anyone to: (i) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Bright MLS Service or any part thereof or otherwise attempt to discover any source code or modify the Bright MLS Service in any manner or form; (ii) use unauthorized, modified versions of the Bright MLS Service, including without limitation for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Bright MLS Service; (iii) publish, post, upload, or otherwise transmit Listing Content or any other material that contains any viruses, Trojan horses, worms, time bombs, malware, ransomware, corrupted files, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (iv) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Bright MLS Service; or (v) use the Bright MLS Service for service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing.

Bright MLS reserves the right to investigate, involve, and, as Bright MLS may deem appropriate, cooperate with appropriate authorities regarding any activities involving the Bright MLS Service. Bright MLS has the right to remove Bright MLS Content or other information from the Bright MLS Database or the Bright MLS Service at any time if Bright MLS determines the information is inconsistent with this Agreement. In the event that Bright MLS identifies misuse or unauthorized use of the Bright MLS Service or of Listing Content submitted by Subscriber, Bright MLS may notify Subscriber and pursue an enforcement action in the name of Subscriber. Subscriber authorizes Bright MLS to pursue enforcement actions regarding misuse or unauthorized use and agrees to cooperate fully with Bright MLS in such cases. If Bright MLS determines at its discretion to pursue an enforcement action in the name of Subscriber, Subscriber hereby authorizes such action as its personal representative, and Bright MLS shall pay all fees and costs it incurs from such an enforcement proceeding.

Homeowner Information. Bright MLS respects the requests of homeowners to remove from public display Bright MLS Content that contains personal or sensitive information, even if it does not rise to the level of personally identifiable information as defined by law. Subscriber shall (i) remove, promptly upon request, any personal information that a homeowner reasonably requests be removed from the Subscriber's Listing Content, or that may be required to be removed pursuant to applicable law; (ii) not utilize the Bright MLS Content to broadcast or otherwise publicize information about an individual, unless Bright MLS and the individual provide written authorization to do so; (iii) abide by all prevailing federal, state, and local laws governing fair information practices and rights to privacy, or otherwise applicable to the use of personal information; and (iv) limit access to individual's information to those who have a "need to know" to fulfill the terms of this Agreement, in connection with Subscriber's business.

Third-Party Materials. Bright MLS may feature materials, programs, products, and services provided by third parties (collectively “**Third Party Materials**”). Bright MLS makes no representations with respect to, nor does it guarantee, warrant, or endorse, the quality, non-infringement, accuracy, completeness, timeliness, reliability, or correct sequencing of Third Party Materials or any other materials, programs, products, and services which Third Party Materials may access. Subscriber’s dealings with third parties are solely between Subscriber and the third party. Subscriber agrees to comply with any restrictions or limitations on the use of Third Party Materials as may be imposed on Bright MLS with respect to the use of Third Party Materials. Bright MLS expressly disclaims responsibility and liability for all Third Party Materials. Subscriber agrees that Bright MLS will not be responsible for any loss or damage incurred as a result of any use of Third Party Materials or as the result of the presence of such materials on the Bright MLS Service.

Subscriber Warranties. Subscriber represents and warrants that (i) it has all rights and authority to enter into and perform its obligations under this Agreement in accordance with its terms; (ii) the Licensed Sites, if any, will not infringe the rights of any third party, including any copyright, trademark, service mark, and patent rights; (iii) all agreements between Subscriber and vendors or any third party shall not a) obligate Bright MLS to any performance or obligation outside those set forth in this Agreement, b) permit vendors and/or any third party to perform any acts prohibited by this Agreement, and c) extend beyond the Term of this Agreement; and (iv) it shall be responsible and liable for all actions and omissions of its vendors or any third party to which it allows access to the IDX or VOW Content and that in no event will Bright MLS be responsible for any costs or expenses in connection therewith.

DISCLAIMER OF WARRANTY. Bright MLS may change, suspend, or discontinue any aspect of the Bright MLS Service and any other service provided by Bright MLS at any time without notice or liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE BRIGHT MLS SERVICE AND ANY BRIGHT MLS CONTENT OR OTHER CONTENT MADE AVAILABLE BY BRIGHT MLS THROUGH THE BRIGHT MLS SERVICE ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS, AND THE ENTIRE RISK AS TO USE, SATISFACTORY PERFORMANCE, ACCURACY, AND COMPLETENESS IS WITH SUBSCRIBER. BRIGHT MLS MAKES NO GUARANTEE AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION OBTAINED. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, BRIGHT MLS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR OTHER WARRANTIES: (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WORKMANLIKE EFFORT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS, OR SYSTEM INTEGRATION; (ii) CONFORMANCE TO ANY DEMONSTRATION OR PROMISE BY BRIGHT MLS; (iii) ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, OR THAT ACCESS TO OR USE OF THE BRIGHT MLS SERVICE OR ANY SUCH CONTENT WILL BE UNINTERRUPTED, ERROR FREE, FREE OF MALFUNCTIONS, OR COMPLETELY SECURE. BRIGHT MLS ALSO MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR MATERIALS THAT MAY BE USED OR PROVIDED FOR USE IN CONNECTION WITH THE BRIGHT MLS SERVICE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

LIMITATIONS OF LIABILITY.

Excluded Damages. SUBSCRIBER AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BRIGHT MLS (OR ITS LICENSEES) BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF CONTENT, OR OTHER SIMILAR DAMAGES) ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, BRIGHT MLS WILL NOT BE LIABLE FOR ANY DAMAGES OCCASIONED BY THE ACTS OR OMISSIONS, WHETHER INTENTIONAL OR NOT, OF BRIGHT MLS’S SUBSCRIBERS OR OTHERS WHO INPUT OR GENERATE ANY PART OF THE CONTENT INCLUDED IN THE BRIGHT MLS DATABASE.

Maximum Aggregate Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE, CUMULATIVE LIABILITY OF BRIGHT MLS TO ANY SUBSCRIBER ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED IN THE AGGREGATE SUBSCRIBER’S ACTUAL DIRECT DAMAGES, IF ANY, UP TO THE AMOUNT OF FEES PAID TO BRIGHT MLS DURING THE ONE YEAR PRECEDING THE EARLIEST EVENT GIVING RISE TO THE LIABILITY. RECOVERY OF DAMAGES UP TO SUCH AMOUNT WILL BE SUBSCRIBER’S SOLE AND EXCLUSIVE REMEDY.

Indemnification. Subscriber shall indemnify, defend, and hold Bright MLS and its officers, directors, employees, agents, representatives, licensors, and shareholders harmless from and against all liability, damages, loss, or expense (including reasonable attorneys' fees, damages paid to third parties, cost of repairs or replacements, and costs of enforcement of this provision) arising from or related to any investigation, claim, demand, action, or proceeding initiated by any third party against any of them based upon: (i) any Listing Content or other content uploaded by Subscriber (or by the Non-licensed Personnel associated with Subscriber's account or as otherwise supplied on behalf of Subscriber) to the Bright MLS Service; (ii) the infringement of any proprietary or contract right of any third party as a result of the use or availability of any such Listing Content or other content that is associated with Subscriber's account; (iii) any unauthorized use of Subscriber's Account Information prior to notifying Bright MLS of such unauthorized use; (iv) any unauthorized use of the Bright MLS Service in whole or in part by Subscriber or any of Subscriber's authorized users; (v) any other violation of this Agreement; or (vi) violations of terms and conditions of third party licensors of Bright MLS making services or content available through the Bright MLS Service. Subscriber agrees to assist Bright MLS, at Subscriber's expense, in the defense or settlement of any claim to which this indemnification obligation applies. The rights described in this section are in addition to, and are not intended to limit, any other right or remedy available to Bright MLS.

Injunctive Relief. Because breach of this Agreement or the misappropriation of any intellectual property of Bright MLS or its licensors will cause irreparable injury for which remedies at law will be insufficient and/or difficult to quantify, Bright MLS has the right to seek injunctive or equitable relief in any court of competent jurisdiction, without the necessity of posting bond or any other surety.

Audits of Compliance. Bright MLS may, at its own cost, review and inspect Subscriber's records to the extent reasonably necessary to ascertain Subscriber's compliance with this Agreement. Bright MLS will not be liable for any out-of-pocket costs that Subscriber incurs in connection with any Audit. The provisions of this Section survive the expiration or other termination of this Agreement for one year.

Dispute Resolution. Except for the right of Bright MLS to seek injunctive relief or other equitable remedies, and except for Bright MLS's right to bring suit to protect its confidential information and intellectual property rights, all disputes relating to this Agreement that are not informally resolved may only be settled by confidential, binding arbitration pursuant to the American Arbitration Association under its Commercial Arbitration Rules, before three arbitrators (unless the dispute involves in the aggregate less than \$2 million, in which case a single arbitrator will be utilized), sitting in Washington, D.C., on an individual basis and not aggregated with the claims of any third party; class action arbitration is prohibited.

Entire Agreement; Miscellaneous Terms. This Agreement supersedes all prior agreements regarding its subject matter. Neither Bright MLS nor Subscriber may be liable for any delay or failure due to force majeure events. Subscriber may not assign this Agreement; Bright MLS may assign this Agreement upon notice to Subscriber or without notice if assigned to a commonly owned or controlled entity. This Agreement is entered into solely between, and may be enforced only by, Bright MLS and Subscriber, and this Agreement does not create any rights in any third parties. Unless Bright MLS specifies otherwise, all notices, including notices of address changes must be in writing and given when mailed by certified mail to the attention of Bright MLS Chief Executive Officer at Bright MLS's address. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Delaware. Bright MLS may in its discretion make changes to the terms of this Agreement and will provide notice of the updated terms for Subscriber's review; Subscriber's continued use of the Bright MLS Service constitutes Subscriber's acceptance of any changes.

DEFINED TERMS

Account Information means user IDs, passwords, and accounts issued by or on behalf of Bright MLS for Subscribers associated with the registered account of the applicable Broker of Record.

Appraiser means an individual or entity licensed or certified by a state licensing authority to provide valuations of real property.

Authorized Feed means a data feed received by a Subscriber, or Subscriber's vendor on behalf of Subscriber, for IDX, VOW, Back-Office, Statistical, or other Bright MLS Premium Product pursuant to an application or broker authorization on forms supplied by Bright MLS.

Bright MLS Content means individual units of, or collectively, any form of informational content contained in a real estate property listing (whether on or off-market), whether supplied by Bright, a Subscriber, or a third party, that is stored in or made available through the Bright MLS Service.

Bright MLS Database means any database maintained for the Bright MLS Service consisting of Listing Content, Bright MLS Content, and related informational content (which includes, by way of example and not limitation, text, data, Images and Documents, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any Bright MLS Content contained on or available through the Bright MLS Service, and any other informational content stored by Bright MLS).

Bright MLS Service (whether or not capitalized) means Bright MLS's proprietary online and mobile real estate information service.

Bright MLS Subscription Documents means Bright MLS's then-current (i) Rules and Regulations www.brightmls.com/rules-and-regulations (ii) Privacy Policy <http://www.brightmls.com/privacy> (iii) Terms of Use www.brightmls.com/terms and (iv) DMCA Policy www.brightmls.com/copyright and (v) any other materials promulgated by Bright MLS related to the use of the Bright MLS Service. In the event of a conflict or inconsistency between this Agreement and the Bright MLS Subscription Documents, the order of control is the Rules and Regulations, this Subscription Agreement, and then any other Bright MLS Subscription Document, unless expressly prioritized otherwise in a document.

Broker of Record means an individual or entity licensed by a state real estate licensing authority and recognized as the principle broker for the brokerage firm who has management oversight.

Brokerage means the real estate brokerage of the applicable Broker of Record.

Consents means any consents, licenses, assignments, or approvals required to enable use of the submissions of a Broker of Record, a Broker of Record's Licensees, and a Broker of Record's brokerage in the manner allowed by this Agreement and the Rules and Regulations, without infringing any other party's rights in such materials.

Images and Documents includes images, photographs, audio, sounds, video, graphics, user interfaces, visual interfaces, artwork, documents, drawings, renderings, blueprints, and any other files submitted by a Subscriber to the Bright MLS Service as part of Listing Content.

Internet Data Exchange Content (IDX Content) means that sub-set of the Bright MLS Database comprising selected listing data fields and Images and Documents (as determined by Bright MLS) associated with Subscribers who have not opted out of IDX inclusion in the Bright MLS Database. Excluded from the IDX Content are listings of property where the seller and/or the Subscriber, with the knowledge of the seller, has prohibited Internet advertising of the property.

Licensed Site means any website, whether IDX or VOW, used to display Bright MLS Content in the form of real estate advertising and services for which Subscriber has obtained an Authorized Feed pursuant to a license agreement with a vendor, subcontractor, or through Bright MLS premium product services.

Licensee means licensed real estate salespersons who are affiliated with a participating Broker of Record.

Listing Content means the Images and Documents, and any other content referred to in the Bright MLS Content, that is submitted by a Subscriber in relation to listed properties or otherwise used by or relied upon by Subscribers.

Non-licensed Personnel means administrative and clerical staff, personal assistants, and individuals providing administrative support to Subscribers.

Subscriber(s) means, individually or collectively as the context requires, Non-licensed Personnel, Licensees, Appraisers, and/or Brokers of Record.

Virtual Office Website Content (VOW Content) means that subset of the Bright MLS Database comprising selected listing data fields and Images and Documents (as determined by Bright MLS) associated with Subscribers who have not opted out of IDX inclusion in the Bright MLS Database. Excluded from the VOW Content are listings of property where the seller and/or the Subscriber, with the knowledge of the seller, has prohibited Internet advertising of the property.

Capitalized terms not otherwise defined in this Agreement have the meanings set forth in the Bright MLS Subscription Documents.