

Appendix A – IDX Logo; User license and guidelines

The Consolidated Multiple Listing Service, Inc., a Connecticut corporation (“CMLS”), has created, and is the sole owner of, two logos. These logos are known as the “IDX Detail Logo” and the “IDX Thumbnail Logo”. Collectively they are known as the IDX Logos (the “Logos”). The CMLS has the sole right to authorize use of the Logos in connection with real estate brokerage and/or advertising services. Each Subscriber in the CMLS Internet Data Exchange Program (the “Program”) and each CMLS Participant understands and agrees that an IDX Subscriber, and only a Subscriber, in the Program is permitted to use the Logos, and such license to use the Logos is subject to compliance with the following terms and conditions:

1. The Logos may be used solely by IDX Subscribers who are in good standing under the program Rules and Regulations as published and amended from time to time by the CMLS.
2. The Logos shall be used only in the exact form authorized by the CMLS, without any alteration, addition, deletion or other modification in design or color. The CMLS will provide digital and/or camera-ready art for reproduction of the Logos in black and white.
3. The IDX Subscriber shall from time to time, upon request of the CMLS, provide the CMLS with samples of materials bearing the Logos to verify proper use of the Logos.
4. The CMLS is the owner of the Logos and shall retain all ownership rights and interests in the Logos, including without limitation any registrations and/or applications to register the Logos.
5. The IDX Subscriber shall comply with all CMLS Bylaws and Rules and Regulations, as well as all applicable laws and governmental regulations, and obtain all necessary governmental approvals and permits, pertaining to the conduct of the business in connection with which the Logos are used.
6. The IDX Subscriber shall indemnify, defend and hold the CMLS harmless from and against any loss, liability, damage, cost or expense (including without limitation attorneys’ fees) arising out of or relating to any claims or suits which may be brought or made against the CMLS by reason of the Subscriber’s use of the Logos.
7. The IDX Subscriber’s right to use the Logos shall automatically terminate at any time the Subscriber ceases to be a Subscriber or a member in good standing of the CMLS or the Program, or upon written notice by the CMLS in the event the Subscriber shall violate any provision of this User License.
8. Upon termination of the IDX Subscriber’s right to use the Logos for any reason, the Subscriber shall immediately discontinue all use of the Logos. The CMLS may demand that the Subscriber recall and destroy goods and marketing materials bearing the Logos. The CMLS reserves the right to inform its members and the public that the Subscriber is no longer entitled to use the Logos.
9. Upon termination of the IDX Subscriber’s right to use the Logos for any reason, the Subscriber shall not thereafter adopt or use any name, mark, logo or other designation that is a colorable imitation or is likely to be confused with the Logos.
10. The CMLS shall be entitled to collect from the Subscriber the costs and expenses (including without limitation attorneys’ fees) of enforcing this User License against the Subscriber. In addition, in the event of any violation of this User License, the CMLS shall, in addition to all other legal and equitable rights and remedies, have the right to an injunction (without the necessity of posting a bond or other security) against the violator enforcing this User License.