

Dear Managing Broker,

This letter includes important information about your relationship with the Capital Area Multiple Listing Service and/or the Commercial Real Estate Network. **You must take action by August 15, 2014, or your office or firm's access to MLS and/or CREN will terminate.**

The purpose of this memo is to introduce you to a new Participant Agreement between your firm and MLS and/or CREN. This new agreement revises the previous version, mostly through a number of technical and housekeeping changes and includes important references to the new Rental eXchange that is in the process of being rolled out.

One important set of changes addresses technical details relating to the copyrights in original data content in listings of brokers participating in MLS, CREN and Rental eXchange, and it requires you to make a choice. For ease of discussion when I use the term MLS it shall also mean to include CREN and Rental eXchange. Our goal with these changes is four-fold:

1. Ensure that listing broker participants in MLS have the right to use the listing content relating to their own listings any way they want.
2. Ensure that MLS can license participants' listing data content to other participants for uses consistent with the MLS rules.
3. Ensure that listing broker participants in MLS have the right to prevent others from using their listing data content without permission.
4. Ensure that MLS can act as a central repository for, and enforcer of, legal rights in the listing data content under the copyright laws.

MLS has never interfered with listing brokers using their own listings or sending them to third parties, and we never will. Of course, MLS does reserve the right to license data content relating to your firm's listings to MLS's other subscribers for use in core MLS practices, like selling your listings and using them for CMAs; and for other services to which you consent, like IDX (aka Broker Reciprocity).

In recent years, MLS has also taken responsibility for registering copyrights in MLS data content. It is generally not cost-effective for brokers to handle these issues on their own. This new participant agreement is designed to enhance MLS's ability to continue serving in that role.

But you have a choice to make. As a participant, you can have MLS play that role of repository and potentially enforcer with regard to data content in your listings, but for us to do so, we need to obtain copyright ownership of the listing data content. Option I in Section 21 of the Participant Agreement does that, having the following effects:

1. Your associates transfer their copyright ownership in data content for your listings to MLS. Your listing agents who take the pictures and write the remarks on your firm's listings generally own the copyrights in that data content unless you have a written agreement with them assigning it to you.
2. MLS grants a wide-ranging license to your firm to use that listing data content in any way you choose.

3. MLS registers copyrights in the listing data content and makes efforts to enforce the copyrights. As the owner of the copyrights, MLS is the only entity that can sue to enforce them.

If you would rather not have the copyright ownership transferred to MLS, you can choose Option II in Section 21 In that case:

1. MLS will not obtain copyright ownership in data content relating to your listings from your associates. You may be able to do so by separate agreement with them.
2. MLS will not register copyrights relating to data content in your listings. You may be able to make quarterly registrations at your own expense.
3. MLS will make no effort to enforce copyrights in data content in your listings against third-party infringers.

Whether you choose Option I or Option II, MLS always agrees not to license your listing data content to parties outside of MLS's participants without your consent.

But you must choose. MLS must receive your new, signed Participant Agreement by August 15, 2014, or your firm or office will no longer have access to MLS services. And in order for your new Participant Agreement to be effective, you must choose Option I or Option II in Section 21.

Your options to complete and submit the Agreement are:

1. Look for the Authentisign signing invitation from the association via email on Monday, July 21, 2014. You can use Authentisign to electronically sign the form and send back to us at cwagner@caaronline.com.
2. Download the form from our website, fill and sign. To download login to member's area of www.seehouses.com (click on REALTOR Toolbox then Managing Broker Tools). Email the completed and signed form to cwagner@caaronline.com or fax it to 217-698-7009.

MLS is confident that this new Participant Agreement clarifies the rights and responsibilities of everyone involved with MLS. If you have any questions about the new Participant Agreement before you sign it, contact me at 217-698-7000.

Thank you for your attention to this matter.

Sincerely,



Daniel R. Sale, CAE, RCE
Chief Executive Officer