MITS Initiative Guidebook

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* The MITS Manual portion of this Guidebook is a working document that governs activities by the Multifamily Information & Transactions Standards ("MITS") Initiative and is subject to review and revision at MITS' sole discretion. The MITS Policies and Procedures portion of the Guidebook covers governance, membership and participation in the MITS Initiative and is subject to amendment only as specified in the Policies and Procedures.
Important Information Concerning this MITS Guidebook

The Multifamily Information & Transactions Standards (MITS) Guidebook serves as a one-stop source for general MITS information, policy and procedures, business practices, project status, and finalized data standards information. This MITS Manual portion of the Guidebook is a constant work in progress. It is updated on an as needed basis as new projects begin as well as when each project moves into the completion phase. The MITS Policies and Procedures portion of this Guidebook contains the rules for the governance, membership and participation in the MITS Initiative. The MITS Policies and Procedures govern over any inconsistent provision in the MITS Manual and may be amended from time to time as provided herein. Any questions or comments related to this document should be directed to Rick Haughey at rhaughey@nmhc.org or (202) 974-2375.

MITS Background

MITS was founded in 2002 to address the need for a single set of multifamily housing industry data standards. Through a collaborative, volunteer process, MITS creates universal, open data standards and extensible mark-up language (XML) architecture to enhance and support the development of systems solutions for the apartment industry. Due to the wide variety of information that must be exchanged among multifamily firms, technology vendors and providers, owners, managers, investors, consumers, and other audiences, a single data standard is key to enabling these firms to improve their operations and reduce their costs by making systems integration and data exchange technologies more effective and efficient. What makes the MITS Initiative unique—and important—is that it is the only data and systems standards initiative that is focused exclusively on the multifamily sector.

With new technologies being developed to automate all aspects of our business, incompatible data standards are inhibiting the integration process. At the same time, the industry and the public are demanding more accurate and timely information. Modernization and increasing sophistication are inevitable for apartment owners, but it will be more costly for firms to change as long as data standards remain fragmented and systems cannot communicate with each other. The development of one set of industry standards enables the industry to exchange information more efficiently and economically. MITS substantially improves industry productivity by materially reducing the need for time-intensive, error-prone manual input and correction of data transmitted between sources. As the industry adopts the MITS standards, it will not only be apartment owners who benefit; residents, too, will enjoy superior customer service.

The MITS initiative is open to all interested firms and individuals. A collaborative effort of the apartment industry, MITS is funded by contributions from over 30 firms. Membership and participation in the MITS Initiative is a valuable investment of both time and financial resources for all parties involved. For such a small investment, the potential returns of investing in MITS are enormous, as shown by those firms who have embraced the early standards. Current MITS members include representatives from apartment firms, management companies, systems providers, credit and resident screening companies, Internet service providers, consultants, and others.
* The MITS Working Group is composed of all MITS voting participants – one vote per participating firm. See Policies and Procedures.

NOTE: MITS Data Development Committees (DDCs) are established on an ad hoc basis pursuant to the Policies and Procedures. An updated list of committee members and their representatives is available at www.MITSproject.com.
MITS Web Site

The MITS web site URL is www.MITSproject.com (“MITS web site”). This site is the official information source for all projects and committee activities as well as all document postings. Members may submit comments and suggestions regarding a particular draft data set posting or the MITS Initiative through the MITS web site or in writing.

Data Development Committees (DDCs) and Process

As technical advancements and trends throughout the industry change, the MITS process seeks to facilitate a proactive approach to creating data standards to address these ongoing needs. The Governance Committee serves as the Initiatives' Board of Directors. It governs the overall effort, sets policy and recommends activities to the full group as necessary. The Governance Committee establishes DDCs on an ad hoc basis to address the business needs of the membership. Each DDC, with support from NMHC staff, develops draft data standards. Once the data standards draft is deemed complete by the DDC, it is passed on to the MITS Technical Committee (MTC) for review and comment. Upon approval by the MTC, the MITS Working Group votes on the draft standard. The role of each group within the process is explained in further detail below and within the Policies and Procedures section of this Guidebook.

High Level Description of Data Transfer Standards Development Process

The following steps detail the typical development process for all MITS data transfer standards:

1. Development projects determined and prioritized by the Governance Committee based on identified industry needs and input from MITS membership.

2. Development of a new data transfer standard begins with establishment of DDC participants. The DDC is created based on volunteers from the membership with expertise and interest in the particular data transfer standard to be developed. Typically many of the DDC participants also serve on the MTC.

3. Participating firms submit data transfer schemas and documentation to MITS staff who combine the materials into a working draft.

4. Participants refine draft documentation based on their firms’ and industry business needs through collaborative conference calls.

5. Once the DDC accepts the draft in final form, the group conducts testing of the transfer process and makes appropriate adjustments.

6. The final draft is sent to the MTC for a 10-day review and comment period.

7. Comments submitted during this review period must be addressed by the DDC. The group reconvenes by conference call, agrees upon the submitted changes, then re-posts a 7-day review by the MTC.
8. Upon approval by the MTC the draft is posted with notification to the entire MITS Working Group (full membership) for a final 30-day review and comment period.

9. If no comments come in during the 30-day review period the draft is posted in final form. Various forms of industry notification take place after final posting (e.g. press releases, white papers).

10. If comments are received from participants during the Working Group review period they must be addressed by the MTC and/or DDC. The group reconvenes by conference call, makes a determination regarding the submitted changes then re-posts the standard documentation for a 15-day review by the Working Group.

11. The aforementioned review process is repeated as necessary dependent upon submitted changes during the various required review periods.

MITS Members’ Role; Dues

The MITS Initiative is intended to be self-funded and managed by apartment companies and technology providers. There is a committee of all members that is referred to as the MITS Working Group. (See organizational chart above.) It is comprised of representatives of sponsoring member firms. The MITS Working Group is a collective group of participants engaged in the development of the data standards and systems architecture through committee participation. Currently there are over 30 member companies that are sponsoring the initiative and more and more firms are using the standards and requiring their vendors to be MITS compliant.

The MITS Working Group members participate on various and often multiple committees. Each contributes to the standards development and its ongoing maintenance as well making an annual financial contribution to fund the Initiative.

The initial new member fee is currently $1,000 per organization for the first year of membership. Existing members’ annual renewal fee is $1,000. MITS reserves the right to bill an organization on a calendar year basis, and may pro-rate the applicable fees based on the calendar year billing cycle as appropriate.

NMHC Role

National Multi Housing Council’s (NMHC) role in the MITS initiative is to provide staff resources and serve as the host for the MITS Initiative effort. The Council will provide the institutional structure for the development and ongoing maintenance of the MITS project by hosting the Working Group’s meetings, and managing and coordinating its activities. NMHC will also work to broaden industry awareness of the effort. While NMHC has provided the initial resources required to kick off this effort, the MITS project will require additional financial support. The MITS Working Group, which oversees the development of the data standard and systems architecture, is composed of a large number of firms throughout the multifamily housing industry. The MITS Working Group members are expected to contribute to the standards development and ongoing maintenance, and to contribute financially to support the MITS Initiative through the payment of dues.
NAA Role

The apartment industry’s participation in the MITS’s Initiative is important to MITS’ success. The National Apartment Association (NAA), became the first trade association outreach MITS member in 2004. They help foster awareness of the MITS Initiative and support MITS with an annual financial contribution.

The National Apartment Association is a federation of 164 state and local affiliates, comprised of more than 30,000 multifamily housing companies representing more than 5 million apartment homes throughout the United States and Canada. NAA monitors legislation and regulations in all 50 states and shares that information with local and state affiliate staff. NAA continually provides education and training opportunities for both multi-site managers and on-site staff. NAA is a valued sponsor and member of the MITS initiative.

State HFA-LIHTC Data Transfer Standard

Managed by the National Affordable Housing Management Association (NAHMA), MITS hosts the XML data transfer standard used for compliance reporting to the state administrative agencies that oversee the Low Income Housing Tax Credit program. This is not a MITS data transfer standard and is not maintained as part of the MITS initiative. This data standard is maintained by NAHMA, who is a participating MITS firm. For general questions regarding the development of this standard, please contact Michelle Kitchen, Director of Government Affairs at the National Affordable Housing Management Association at 703-683-8630 or by email at michelle.kitchen@nahma.org.

MITS Staff (As of June 2013)

Rick Haughey, NMHC Vice President of Operations & Technology
rhaughey@nmhc.org
202-974-2375

Shawn Jobe, Kroll Factual Data
MITS Technical Director
sjobe@kroll.com
800-320-3465 X7740
MITS Working Group – Member Firms (January 2014)

American Utility Management
Apartments.com
AppFolio
Bader Company
Blue Moon Software Company
BRE Properties, Inc.
Equity Residential
Fair Collections & Outsourcing, Inc.
Forest City Residential Management, Inc.
Hocutt, Inc.
Home Properties
Hunter Warfield, Inc.
IRIO, Inc.
J. Turner Research, LP
Kroll Factual Data
LexisNexis
Milestone Management Company
Move
MRI Software
NAHMA
National Apartment Association
National Multifamily Housing Council
NWP Services Corporation
On-Site.com
Post Properties
Property Solutions
Real Estate Media Lab, LLC
RealPage, Inc.
ResidentCheck, Inc.
Spherexx.com
Yardi Systems, Inc.
Governance Committee (As of October 2012)

The Governance Committee is responsible for management, governance and direction of the MITS Initiative. This committee consists of MITS Working Group member organizations, whose representatives serve two year terms. The current Governance Committee members and their representatives are as follows:

Lori Reeves Forest City Residential (Chair)
Mike Lapsley Real Estate Media Lab, LLC (Vice-Chair)
Tamara Berndt Yardi Systems, Inc. (Technical Committee Chair)
Justin Reis Apartments.com (Technical Committee Vice-Chair)
Peggy Webb Camden Property Trust
Jay Kurtzman Equity Residential
Ron Carlson Kroll Factual Data
Gregory Brown National Apartment Association
Howard Behr NWP Services Corporation
William Chaney RealPage, Inc.

MITS Technical Committee (As of October 2012)

The MITS Technical Committee (MTC) is responsible for providing technology leadership in all aspects of data standard development. Development work completed through the DDCs is posted on the MITS site in draft form for final review and approval by the MTC. The MTC participant firms are as follows:

Apartments.com On-Site.com
AppFolio RealPage, Inc.
Camden Properties Rent.com
CoreLogic Saferent Spherexx.com
Move.com Yardi Systems, Inc.

All committees are formed on an ad hoc basis as needs arise in the industry and membership consideration is based on expressions of interest from Members and their representatives. All MITS Working Group members are eligible for consideration and appointment to committees by the Governance Committee or the Working Group.
Use of “MITS Compliant” Logo

Many firms use MITS Data Transfer Standards (DTS) to enhance their data exchange and transmission products and services, and wish to acknowledge their compliance with MITS DTS. For this reason, MITS developed the “MITS Compliant” logo for use on product packaging and sales and marketing materials for products and services that comply with applicable MITS DTS. The purpose of the “MITS Compliant” logo is to provide users of the MITS DTS the opportunity to acknowledge their use of the MITS DTS in the design of their product or service, to further the acceptance of and compliance with MITS DTS, and to thereby have DTS users recognized by the industry. In order to become authorized to represent a product or service as MITS compliant by use of the MITS Compliant logo, a firm must have a product or service that is compliant with at least one MITS Standard. By using the “MITS Compliant” logo, a firm represents to MITS that the product or service in connection with which the logo is used complies with at least one applicable MITS Standard. No firm may use the logo in connection with any product or service that is not compliant with at least one MITS Standard and no use of the logo may suggest greater MITS compliance than warranted by a product or service. Also by using the MITS logo, a firm agrees that upon MITS’s prior written request, the firm will cease all further use of the MITS Compliant logo. The right to use the MITS logo is granted on a request basis, without warranty of any kind, express or implied. By grant of the right to use the MITS logo in this paragraph, MITS does not agree to enforce the use of the MITS logo against infringers, but MITS does agree to make reasonable efforts to do so subject to the availability of necessary MITS funds, unless MITS determines in the future to revoke the MITS logo license in its entirety. Non-MITS members who use the MITS Compliant logo do so subject to terms and conditions in this paragraph.

Data Transfer Standards

The Multifamily Information & Transactions Standards (MITS) is a collection of transaction-based data sets composed of: (1) data dictionary; and (2) XML Schema. The standards currently are composed of the following data sets and schemas:

1. Data Dictionary – an Excel (.xls) file detailing the definition and description of each data type and element included in the corresponding schema.
2. Schema – an .xsd (XML Schema Definition) file along with a graphical schema diagram in .pdf format.

These files are maintained and updated on the MITS Website by staff in accordance to the outcome of MITS Committee recommendations and approval by the MITS Working Group and Governance Committee.

Each transaction standard described below can be obtained at the MITS Website.

Core Data 4.0

The MITS Core Data standard is the central standard upon which the transaction standards are based. It is common to all MITS Standards and is necessary to their functionality. MITS Core Data includes the following modules: Property ID, Property Contacts, Unit, and Customer.
**Lead Management 4.0 (4.0.1)**
The Lead Management 4.0 and 4.0.1 data transfer standard updates the 2.0 version. The latest version supports the active management of inquiries by prospective residents from all points of contact, including; walk-in, telephone inquiry to property, call center (third-party or internal), Internet source, resident portal, company web-site or email. Live chat and lead attribution functionality was added to this version. The data transfer standard would be used to move data to/from sources and assist in the process of collecting data used for application processing and leasing. This data transfer standard would also be used to support resident inquiries through the same sources to support property management and maintenance activities associated with resident requests or unit turn or maintenance.

**Property Marketing/ILS 4.0 (4.1)**
The Property Marketing/ILS 4.0 standard updates the 3.0 version to incorporate the latest version of MITS Core Data and additional changes to facilitate data transfer representative of the most recent changes to ILS uploads in the multifamily industry. The standard aims to define all of the data elements needed to describe the rental community, the rental units, amenities, and other marketing information such as property and unit photographs, as well as the data needed to interact with prospective residents.

**Accounts Payable 4.0**
The Accounts Payable standard increases property management software system communication—allowing data to be exchanged either within a firm or between different firms. This standard greatly improves data exchange for payables processing. The exchange standardization includes: incoming requests; processing; invoice reconciliation; payment requests; and property management software data transfer.

**Renters’ Insurance 4.0**
This data transfer standard supports the request and sending of data by property management software companies to insurance providers’ tenants/residents prior to move in or renewal where existing insurance information is not recorded. The transfer of data includes but is not limited to; customer identification information, insurer information (name, address), policy information (number, title, effective date, expiration date, renewal flag, cancel date, liability amount, an indicator required for move in, property management software information and additional notes).

**Collections 3.0**
The Collections standard facilitates data transfer among property management software, payment and other applications that service lease and payment management. It also supports collections activities applications.

**Lease/Application 3.0**
Updates the MITS Lease/Application 1.0 data transfer standard to support the transfer of information associated with prospective or existing residents, including collecting information used to pre-qualify and qualify residents for leasing a unit, processing an application and lease in an online environment, at the site or through a property management interface.

**Property Marketing Standard 3.0**
The objective of the Property-Marketing data standard is to define all of the data elements needed to describe the rental community, the rental units, amenities, and other marketing information such as property and unit photographs, as well as the data needed to interact...
with prospective residents. In addition, the standard allows for the exchange of information not only in a uniform means, but allows for property operating software to transmit the data, eliminating the manual processes used over the past few years.

**Resident Screening Standard 3.0**
The Resident Screening standard defines the data elements that are central to conducting a credit and resident history review. This standard enhances the integration and provides for seamless exchange of critical information among the owner, the property leasing and management software, and the screening software.

**Resident Transactions Standard 2.0**
The Resident Transactions data transfer standard will facilitate real-time rent payment, utility billing, maintenance and other charges for residents, and is in the testing phase of development. Once the standard is deployed, apartment firms will be able to select their preferred provider for each of these tasks, knowing that the various operations will all work together as long as they are all MITS compliant.

**Lead Management 2.0**
The Lead Management data transfer standard supports the active management of inquiries by prospective residents from all points of contact, including; walk-in, telephone inquiry to property, call center (third-party or internal), Internet source, resident portal, company website or email. The data transfer standard would be used to move data to/from sources and assist in the process of collecting data used for application processing and leasing. This data transfer standard would also be used to support resident inquiries through the same sources to support property management and maintenance activities associated with resident requests or unit turn or maintenance.

**Leasing/Application Standard 1.0**
The Leasing/Application standard provides the data elements used to execute an apartment lease and process an application. The standard is based on NAA uniform lease documentation and application processing – but can be used regardless of the leasing documentation desired by the user. This standard is intended to facilitate the integration with web and Internet services to automate the application process as well as property management software at each community.

**Property Maintenance Standard 1.0**
The Property Maintenance standard is intended to help integrate the data exchange among software applications to facilitate property maintenance tracking, supply-chain management and other related functions.

**Property Physical Asset Standard 1.0**
The Property Physical Asset standard represents all of the physical attributes of a property such as building components and materials. This standard has many uses, including the support of applications used to manage property engineering, asset management, uniform commercial code reporting, transfer of data for third party reporting, insurance and other purposes.

**Property Supplemental Standard 1.0**
A companion to the physical asset standard, the Property Supplemental standard defines the elements that are associated with the physical property such as its value, legal descriptions,
ground lease information and the like. As with the physical property standard, it supports a variety of third party and asset management activities.

**Property Revenue and Expense Standard 1.0**
The Property Revenue and Expense standard will facilitate the data exchange for a wide range of uses in which data about the revenues and expenses at the property is used, including but not limited to general ledger accounting at the portfolio level, investor and/or partner distributions, historical and current property income statements required by third parties such as lenders and investors, and for other similar purposes. This data set is NOT a standard statement, but is the detailed elements that are used to arrive at summary level data such as gross potential income.

**NOTE: “Final” versus “Draft” Standards**

All MITS Standards, whether they have been approved and released as a MITS Standard or whether they are still in draft form, are works in progress subject to continuing review and revision by MITS. Draft standards are for review and comment only. They are not intended for public use until released by MITS after completion of the review and approval process described above and in the Policies and Procedures and posted on the website as a final standard. Any use of a draft standard is at the user’s sole risk and is not recommended or authorized by MITS. Further, each user assumes the risk that a released MITS Standard may be modified from time to time or even withdrawn by MITS.
# MITS Policies and Procedures

## Version 2.0

(As of August 2007)

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MITS POLICIES AND PROCEDURES

The National Multi Housing Council (“NMHC”), acting through its Multifamily Information & Transactions Standards division (“MITS”), hereby propounds these Policies and Procedures to govern MITS membership, participation in the MITS Working Group and MITS committee activities and the development and use of technical standards developed through the MITS Initiative.

1. Purpose.
   1.1 MITS.
   The Multifamily Information and Transactions Standards (“MITS”) division of the National Multi Housing Council was created for the development, promotion and maintenance of electronic commerce standards for the multifamily housing industry. MITS has launched the MITS Initiative to develop such standards to enable industry-related information to be exchanged more efficiently and economically between technology providers and vendors, multifamily firms, owners and managers, consumers and others. Use of the standards is voluntary.

   1.2 Policies and Procedures.
   The MITS Policies and Procedures is a working document that governs activities by the MITS Initiative. The Policies and Procedures provide for the governance of and membership and participation in the MITS Initiative. By becoming a member of the MITS Working Group, an organization agrees that their participation will be governed by these Policies and Procedures.

2. Membership.
   2.1 Requirements.
   Vendor and non-vendor companies and incorporated multifamily industry associations are eligible to become MITS members. All MITS members are members of the MITS Working Group. An organization who has met the MITS membership requirements (payment of membership fees, attendance at meetings, etc.) is a member and eligible to one vote in MITS Working Group ballots. Balloted items include (a) approving and revising industry standards; (b) electing Governance Committee members, and (c) any other measures requiring a vote by the Working Group under these Policies and Procedures.

   2.2 Fees.
   Membership and voting rights shall be conditioned upon payment of the MITS membership fees that the Governance Committee may establish annually following the November Working Group Meeting. MITS Working Group fees will be reviewed and approved by NMHC or its designee. Membership and voting rights shall be automatically suspended for failure to pay any fees within 90 days of the date of the fee invoice.

   2.3 Voting Rights of Members; Quorum; Procedures.
   The MITS Working Group and committees will seek to operate on a consensus basis wherever possible. Thus, acclamation votes will be used if no serious dissent is demonstrated on a particular vote and, straw votes may be taken when necessary to determine whether there is a consensus without constituting a final vote on a measure. Working Group votes require only a simple majority except where a majority of a quorum decides that a two-thirds majority will be required for a particular measure. Working Group
votes normally require only a simple majority. For all committee votes to adopt or modify a standard or to remove a MITS member, however, a supermajority of 66% of those MITS Members present at the vote is required. A quorum is constituted when two-thirds of the members of the Working Group or committee are present. The Working Group and all committees can only take actions requiring a vote under these Policies and Procedures when a quorum is present. Unless specified otherwise prior to a vote, voting may occur either in person or email, and will be conducted using a non-affirming policy. A “vote for” requires no action, votes “not in favor” and “abstain” require action by voting member, either by voicing such vote at in-person meetings or by email reply.

2.4 Withdrawal of Membership.
A member can withdraw from the MITS Working Group, and thus, from the MITS membership, at any time by providing written notice to MITS Working Group. Withdrawal shall be effective on the date that MITS Working Group receives the notice unless the withdrawing Member specifies a later date in the notice. Withdrawal shall not relieve the member from obligations that it has to MITS Working Group for fee assessments, or charges for goods or services incurred before withdrawal. MITS Working Group fees will not be refunded.

2.5 Removal.
A member may be expelled for “Cause” by a vote of two-thirds of the Governance Committee members. “Cause” would include an action or inaction by a member that did not meet the code of conduct outlined in Appendix A of these Policies and Procedures, or such matter that the Governance Committee determined warranted expulsion from MITS. The Governance Committee shall provide written notification of such action that describes the reason for such action and the date that such action was taken, and must include the opportunity for the expelled member to request a review of such action and a copy of the procedures for such a review. A member may not be expelled without Cause. An expelled member shall be entitled to appeal such expulsion to the Governance Committee upon written request made within three months of the effective date of the expulsion whereupon such expelled member shall be granted a hearing before a committee of the Governance Committee and an officer of NMHC or their designee, each of which will report on such hearing back to the full committee. The expelled member may also provide a written submission to the Governance Committee. After receipt of the reports of the committee and the NMHC officer or officer designee and the written submission of the member, if any, the Governance Committee will vote to either to uphold or revoke the expulsion. Expulsion shall not relieve the member from obligations that it has to MITS Working Group for fee assessments, or charges for goods or services incurred before expulsion.

2.6 Transfer Prohibition.
Membership cannot be transferred.

2.7 MITS Code of Conduct.
NMHC and MITS members desire that the MITS Initiative be conducted in accordance with the highest ethical and legal compliance standards. In furtherance of this goal, each MITS member must comply with the MITS Code of Conduct set forth in Appendix A, which addresses member conduct in the areas of ethics, conflicts of interest and antitrust.
2.8 Intellectual Property Rights Policy

In order to protect the integrity and ownership of the MITS standards, and the members’ rights in their contributions, the following Intellectual Property Policy must be complied with by all MITS members. Capitalized terms used in this Intellectual Property Policy have the meanings given the terms within the Policy.

A. Application of IPR Policy; Contributions

This Intellectual Property Rights Policy applies to all members of the MITS Working Group (“Members”). Each Member is responsible for the contributions to the MITS Standards provided by their representatives (“Contribution”). All Contributions must be submitted in writing using the Contributions submission form found on the MITS Website.

B. Ownership

NMHC owns all documents, MITS Standards and all other documents and works developed in the course of the MITS Initiative subject to license rights in Contributions granted by Members under this IPR.

C. Use and Dissemination of Standards

Use of each MITS Standard will be subject to each End-User’s agreement to be bound by the End-User License Agreement for such standard in substantially the form attached as Appendix B to these Policies and Procedures. An “End-User” means an individual or organization which makes, has made, uses, distributes, sells, offers for sale, imports, modifies, reproduces, publishes, publicly performs, displays, or makes derivative works of a product or service using or that is compliant with a MITS Standard.

D. License for Use of Contributions

With respect to any Contributions made by a Member, such Member:

1. grants to each other Member a non-exclusive, royalty-free, fully paid-up, worldwide license, under its intellectual property rights in its Contributions, to use its Contributions in MITS Working Group or MITS committee activities to develop and maintain the MITS Standards (“Working Group License”);

2. grants to NMHC, under such Member’s intellectual property rights in its Contribution, a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide right and license to make, have made, use, distribute, sell, offer for sale, import, modify, reproduce, publish, publicly perform, display and make derivative works of any and all Contributions or any parts thereof in one or more MITS Standards or otherwise in the process of developing one or more MITS Standards (“Contributions License”);

3. agrees that MITS may grant the End-User License Agreement with respect to its Contributions or portions thereof that are embodied in or essential for the use or implementation of any MITS Standard;
4. irrevocably assigns, conveys and otherwise transfers to MITS, its successors and assigns, all right, title and interest under copyright law in any jointly owned or collective work copyrights in the MITS Standard to MITS in perpetuity, and all claims and causes of action with respect thereto, together with the right to use and modify the MITS Standard in any manner that MITS in its sole discretion may determine, and further irrevocably waives any and all claims that such Member may now or hereafter have to such rights, claims and causes of action and to so-called “moral rights” with respect to the MITS Standard; and,

5. agrees to execute any documentation reasonably requested by MITS to assist MITS in establishing or maintaining its rights under this Article D.

Working Group Licenses received by a Member terminate upon the Member's withdrawal or removal from MITS. License rights granted and assignments made by a Member under this Article D survive such withdrawal or removal.

E. Required Disclosures

1. Each Member must disclose to MITS (a) prior to publication of a MITS Standard, in draft or final form, and at any time as requested by MITS all patents and patent applications that such Member owns that would be infringed by a product or service as a result of such product's or service's compliance with such MITS Standard (collectively “Patent Rights”); and (b) must disclose whether or not the Member will grant to End-Users, under its Patent Rights, the Royalty-Free License (as defined in the End-User License) with respect to the MITS Standard. MITS may, in its sole discretion, maintain and make available to Members and End-Users on written request copies of patent disclosures made pursuant to Section E of this IPR Policy. For purposes of this Section E (1), “publication” means posting on the MITS website.

2. To the extent that a Member does not disclose its Patent Rights within the time allotted (but in any event within ten (10) days prior to publication of such MITS Standard in draft or final form), such Member is deemed to have agreed to grant the Royalty-Free License under its Patent Rights, if any, and the Member will be foreclosed and estopped from challenging the validity and effectiveness of such Royalty-Free License. MITS will give Members at least thirty (30) days notice prior to final publication of any MITS Standard.

3. Any Member who either (i) discloses to MITS that it is willing to grant the Royalty-Free License under Section E (1) above, or (ii) is deemed to have agreed to grant the Royalty-Free License under Section E (2) above, hereby grants the Royalty-Free License on the terms and conditions set forth in the End-User License effective upon the publication of the final version of an applicable MITS Standard.

4. It is MITS's policy to use commercially reasonable efforts to avoid developing MITS Standards that require the use of patent rights belonging to third parties of which MITS becomes aware, when such third parties have not granted a Royalty-Free License with respect to such patents. However, MITS reserves the right to decide in its sole discretion whether to proceed with or modify a MITS Standard when such patent rights are brought to MITS's attention, and under what terms.
F. DISCLAIMERS

NMHC, MITS, MITS MEMBERS, AND MITS LICENSE MEMBERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS, MAKE NO REPRESENTATIONS OR WARRANTIES TO EACH OTHER OR TO END-USERS, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE MITS STANDARDS, ANY LICENSE GRANTED PURSUANT TO THIS IPR POLICY, OR ANY INTELLECTUAL PROPERTY RIGHTS LICENSED PURSUANT TO THIS IPR POLICY, INCLUDING, BUT NOT LIMITED TO WARRANTIES: (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT; (ii) THAT THE CONTENTS OF ANY MITS STANDARD IS FREE FROM ERROR OR SUITABLE FOR ANY PURPOSE; OR (iii) THAT MAKING, USING OR SELLING A PRODUCT OR SERVICE USING OR COMPLIANT WITH A MITS STANDARD WILL NOT INFRINGE ANY THIRD-PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT WILL NMHC, MITS, MITS MEMBERS, OR MITS LICENSE MEMBERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES OR INDEPENDENT CONTRACTORS, OR ANY OF THEM, BE LIABLE TO EACH OTHER OR TO ANY END-USER FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY USE OF THIS MITS STANDARD OR THE LICENSE GRANTS IN THE END-USER LICENSE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON ANY INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF SUCH ORGANIZATIONS AND PERSONS ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G. Effect of End-User License on Infringement Actions

Each Member is free to exploit its intellectual property rights independently of MITS activities in any manner that does not violate the Member’s express obligations under this IPR Policy. Notwithstanding the foregoing, if a Member brings an action against an End-User for infringement of a product that complies with a MITS Standard, such End-User may assert the Royalty-Free License and any estoppel rights it has defensively in an infringement action or in response to a demand letter or similar notice from an intellectual property rights holder, or an End-User may bring a declaratory judgment action as to the scope or validity of the Royalty-Free License, but an End-User is not otherwise given affirmative rights to sue based on this IPR Policy, the Royalty-Free License, or such estoppel rights. Neither MITS, nor any Member will have any obligation to any End-User to file suit against any Member or third party to enforce the Royalty-Free License or any other right or obligation under this IPR Policy on such End-User’s behalf. No Member is obligated to disclose any technology or other information to any Member or End-User as a result of any license granted pursuant to this IPR Policy.

H. Scope of the Royalty-Free License

The Royalty-Free License is granted on a MITS Standard-by-MITS Standard basis. If the Working Group begins to develop a MITS Standard in which a Member does not wish to participate, such Member will notify MITS in writing as soon as practicable. If a Member does not thereafter participate in the Working Group activity for the new MITS Standard, the Member will not be obligated to grant the Royalty-Free License in connection with the new
MITS Standard. If, however, the new MITS Standard incorporates an earlier MITS Standard with respect to which the Member has granted the Royalty-Free License, the Royalty-Free License will extend solely to that portion of the new MITS Standard, as incorporated. The Member’s Royalty-Free License grant will not cover any intellectual property or technology in the new MITS Standard that was not in the prior MITS Standard.

I. Miscellaneous

The IPR Policy shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to its principles of conflict of laws. Any legal proceedings commenced by MITS, NMHC or Members in respect to this IPR Policy naming MITS or NMHC as a party shall be commenced in the Federal District Court in the District of Columbia or, if the federal district court in District of Columbia does not have jurisdiction, the Superior Court of the District of Columbia.

3. Representation.
3.1 Affiliated Entities.
A majority-owned subsidiary and all parent companies shall be regarded as one entity and shall be entitled to only one representative designated under section 3.2 and only one vote in the MITS Working Group and any committees in which more than one entity participates.

3.2 Appointment of Representative.
Each member shall designate in writing a full-time employee or other designee affiliated with the member, such as a consultant, to act as its voting representative on MITS Working Group ballots and all committees in which the member participates. If the representative is not employed or engaged under contract at the time that such ballots or votes are recorded, the representative’s action is null and void. Each member may also designate one alternate for such representative.

3.3 Proxies.
No member may hold another member’s proxy.

4. Activity Limitations.
MITS shall not:
(a) Endorse the use of any service or product. Notwithstanding the foregoing prohibition, the MITS Working Group and other committees involved in drafting standards may identify in the standards computer software applications, hardware, computer peripherals or other products that users may wish to consider using if they choose to make or use a product or service that complies with the technical requirements of MITS Standards. Identification of products or services in this manner are for illustration only and do not constitute a recommendation or endorsement of the product or service;
(b) Require MITS Working Group members to use a MITS Initiative standard. (Members shall decide individually, at their sole discretion, whether to use a MITS standard); or
(c) Unreasonably deny the incorporation into the standard of any data element submitted.
5. Governance Committee.

5.1 General Powers.
The Governance Committee shall be responsible for the management, governance and
direction of the MITS Initiative. The Governance Committee has full authority to amend these
MITS Policies and Procedures pursuant to Section 16.

5.2 Composition.
The Governance Committee shall consist of a subset of MITS Working Group member
organizations, whose representative will serve a two-year term. The size of the Governance
Committee shall be set by the MITS Working Group annually at its November meeting. No
firm can have more than one representative on the Governance Committee at one time.
There shall be no limit on the number of terms that a Governance Committee member or
representative can serve.

5.3 Term.
The term of each Governance Committee member shall commence at the time of their
election. The term of Members replacing outgoing members shall commence on their
election and they will serve out the remaining term of the replaced member. There shall be
no limit on the number of terms that a Governance Committee member can serve.

5.4 Election.
Governance Committee members, along with their representatives, shall be duly nominated
and elected by simple majority vote of a quorum of the members of the MITS Working Group
at the annual meeting and shall serve two-year terms.

5.5 Removal.
The Governance Committee can remove one of its members for Cause if two-thirds of the
committee members present vote for such removal after being presented with a written
summary of the actions constituting Cause and a written response to such summary by the
member in question. An NMHC officer also may request a vote on the removal for Cause of
a Governance Committee member.

5.6 Vacancies.
In the event that a Governance Committee member’s representative cannot complete his or
her term for whatever reason, the Governance Committee shall elect a suitable replacement
from the same company or, if such a replacement is unavailable, the Governance Committee
will elect an individual from an organization in the same industry to complete the term.

5.7 Responsibilities.
The Governance Committee shall (acting upon consensus or, where necessary, upon a
simple majority vote) provide the leadership to encourage, facilitate and oversee the
development of recommended standards and, in doing so, shall:
- Provide guidance to MITS staff for the administration of MITS Working Group
  activities;
- Give final authorization for changes to the data standard architecture, after review of
  recommendations from the MTC;
- Establish such procedures as it deems appropriate for the efficient operation of
  committees;
• Establish the responsibilities of committees and their chairs and dissolve committees once their services are no longer needed;
• Resolve any disputes between committees and address issues elevated by the committees;
• Ensure the integrity and the long-term viability of MITS Initiatives recommended standards, the process to develop those standards; and
• Do such other things as are reasonable and appropriate to advance the purposes of the MITS Initiative and the MITS Working Group, provided that such actions do not conflict with any other policies or procedures as outlined in this document.

6. Officers.
6.1 Designation.
The officers of the Governance Committee shall be the Chair and Vice Chair and such other officers with powers and duties not inconsistent with these Policies and Procedures as the committee may annually elect or appoint.

6.2 Election, Term of Office, Qualifications, and Removal.
Each officer shall be an employee of or consultant for a Governance Committee member and elected for a two-year term, unless the committee specifies otherwise, and each shall serve until his or her successor shall have been elected and qualified, or until his or her earlier death, resignation or removal. Any officer of the organization may be removed from office, for Cause, by a majority of the Governance Committee members then in office.
(a) Chair. Elected by the Governance Committee membership.
(b) Vice Chair. The Vice Chair of the Governance Committee is generally, but not required to be, the chairperson of the MTC (See section 7) subject to ratification by the Governance Committee. Because MITS is a technical initiative, it is important to have the MTC represented in a leadership position on the Governance Committee.

6.3 Vacancies.
Any vacancy of an officer arising from any cause shall be filled within 90 (ninety) days by a vote of the majority of the Governance Committee members then in office.

6.4 Other Officers.
The Governance Committee shall prescribe the duties of any other officer that it may elect.

7. MITS Technical Committee (MTC).
7.1 Responsibility.
The MITS Technical Committee (MTC), which is made up of members appointed by the Working Group, shall:
(a) Establish the committee priorities, and coordinate and integrate the recommendations of committee and MITS Working Group members into a proposed MITS Working Group recommended standard and subsequent revisions. It shall also develop common data elements that can be applicable to all XML multifamily industry applications, as applicable;
(b) Review and approve or disapprove draft recommended XML standards and revisions; and
(c) Submit recommendations to MITS Working Group and Governance Committee thereto regarding adoption of changes to the XML architecture or to any standard.
7.2 **MTC Chair and Vice Chair.**
The MTC Chair shall be elected by the MTC members for a term of not less than one year. The MTC shall annually elect a Vice Chair from its members. The Chair and Vice Chair must be employees or consultants of MITS members in good standing but the position rests with the individual not the members.

7.3 **Procedures.**
(a) When a simple majority of the MTC members agree to a proposed recommended standard, it shall be included in the standard subject to the other provisions.
(b) Upon the completion of the procedures described in paragraph (a), the MTC may by a simple majority vote recommend to the MITS Working Group or to the Governance Committee that a new release of the standard be approved and distributed.
(c) Each member of the MTC shall have one vote.
(d) The MTC shall follow a published agenda and facilitated meeting structure and process, to assure procedural fairness and efficient conduct of meetings. Minutes and deliverables will be shared via appropriate tools such as e-mail and web sites.
(e) The MTC shall establish and document its own meeting quorum (which shall either be a simple majority or two-thirds majority of all members of the committee) and attendance requirements.

7.4 **Approval of Procedures.**
The MITS Working Group shall have final approval of all procedures developed by the MTC concerning the submission, review, approval, distribution and maintenance of the MITS Initiative recommended standards. The MITS Working Group will make decisions by simple majority vote.

8. **Data Development Committees (DDCs).**
8.1 **Responsibility.**
Committees shall develop standards and proposals to support the business processes for which they are responsible. The Governance Committee will establish and dissolve committees as deemed necessary.

8.2 **Committee Membership.**
(a) All members are eligible for appointment to a committee. Each committee shall implement reasonable procedures to select its membership and to fill vacancies.
(b) Each member shall have one vote in each committee in which they actively participate subject to the provisions of Section 3.1 above.
(c) Committees shall follow a published agenda and facilitated meeting structure and process to assure procedural fairness and efficient conduct of meetings. Minutes and deliverables will be shared via appropriate tools such as e-mail and web sites.
(d) Each committee shall establish and document its own meeting quorum (which shall either be a simple majority or two-thirds majority of all members of the committee) and attendance requirements.

8.3 **Proposals.**
(a) When a majority of a committee agrees to a proposal, it shall submit that proposal and an explanation of the proposal for appropriate review by either the MTC or to another committee and then to the MITS Working Group or Governance Committee.
(b) Each committee shall review proposed standards that may affect their business process. These proposals may be presented by committee participants, outside parties or referred to
them by the various technical organizations engaged in data standardization. Feedback on
the proposed changes shall be supplied to the appropriate technical review group in a timely
fashion.

The following steps detail the typical development process for all MITS data transfer
standards:

1. Development projects determined and prioritized by the Governance Committee based
   on identified industry needs and input from MITS membership.

2. Development of a new data transfer standard begins with establishment of DDC
   participants. The DDC is created based on volunteers from the membership with
   expertise and interest in the particular data transfer standard to be developed.
   Typically many of the DDC participants also serve on the MTC.

3. Participating firms submit data transfer schemas and documentation to MITS staff that
   then combine documentation into a working draft.

4. Participants refine draft documentation based on their firms’ and industry business
   needs through collaborative conference calls.

5. Once the DDC deems the draft in final draft form, the group conducts testing of the
   transfer process and makes appropriate adjustments.

6. The final draft is sent to the MTC for a 10-day review and comment period.

7. Comments submitted during this review period must be addressed by the DDC. The
   group reconvenes by conference call, agrees upon the submitted changes then re-
   posts a 7-day review by the MTC.

8. Upon approval by the MTC the draft is posted with notification to the entire MITS
   Working Group (full membership) for a final 30-day review and comment period.

9. If no comments come in during the 30-day review period the draft is posted in final
   form. Various forms of industry notification take place after final posting (i.e. press
   releases, white papers).

10. If comments are received during the Working Group review period they must be
    addressed by the MTC and/or DDC. The group reconvenes by conference call,
    agrees upon the submitted changes, then re-posts for a 15-day review by the Working
    Group.

11. The above mentioned review process is repeated as necessary dependent upon
    submitted changes during the various required review periods.

10. Adoption of Standards.
The Governance Committee's responsibility is to make certain that proper procedures have
been followed in developing the standards and that the entire member base has had
sufficient opportunity to provide its views.
10.1 Standards Versioning.
As MITS standards are dynamic they will change with innovation and need for modification. Because MITS uses a central core data set that impacts each stand-alone MITS data transfer standard, we have developed the following version and release protocol. A MITS version refers to the core architecture and its modification. “Version 1.0” did not utilize the core architecture, but versions 2.0, 3.0 and subsequent versions do apply the use of a core data set and architecture. Releases of specific standards within a version period will contain a sequence of 1.1, 1.2, 1.3, etc. For example, MITS updated the Property Marketing/ILS DTS version release 1.0-1.5. Subsequent versions of this data transfer standard include Property Marketing/ILS 2.0 and 3.0. These last versions reflect changes to the MITS core data set and/or architecture. To date there have been no updates to Property/Marketing ILS within versions since the 2.0 version was approved.

The MITS Working Group may support hosting and endorsement of multiple versions at one time to facilitate the migration and use of MITS standards by the industry. All version control shall be based on review and recommendation by the MTC to the MITS Working Group annually at the November meeting.

10.2 Core Data Model Annual Review and Update.
Each year the MTC will consider updates to the Core Data Model. The MTC will consider any recommendations to modify the Core Data Model by any committee or any MITS Member. The membership will be notified by email to submit any updates for consideration. MITS may provide an opportunity for data users to make recommendations for MITS standards on the MITS Website which may be considered by MITS at its sole discretion. The standard “Comment and Proposal Submission” form, along with instructions, will also be posted as part of the MITS Current Specifications listed on the MITS Website.

The MTC will consider proposed modifications beginning in April of each year and if necessary appoint a committee. The MTC, based on its deliberations or the recommendations from an appointed committee, will recommend updates to the Core Data Model to the Governance Committee for consideration by the MITS membership. The MTC will conduct its business with a target for completion no later than October 15 of each year.

10.3 Modifications to Existing MITS Data Transfer Standards.
An update and comment form will be posted for each MITS draft standard and all recommendations will be submitted to the MTC for consideration. The MTC will appoint a committee of subject matter experts for deliberation on the proposed changes. The procedures for modification are the same as for the development of a new MITS draft standard.

10.4 Development of Annual MITS Standard Development Plan.
Each year, there will be a posting and request for input from members about what draft standards should be undertaken the next year. The MITS staff will disseminate the information to the MITS Working Group and solicit input from all MITS members. Upon completion of the input from MITS members, the Strategic Business Committee will review the input and recommend the work plan for the next calendar year. This will be reviewed by the Governance Committee and full membership for approval.
10.5 **Appeals of Standards Decisions.**
Any member can appeal a vote on the adoption of a standard or draft standard to the MTC who will review the technical basis for the appeal in a hearing in which the member is given an opportunity to participate. A two-thirds majority is required to adopt the modification to the standard propounded by the appealing member or to send the standard back to committee for further review.

11. **Dissemination of Adopted Recommended Standards.**
(a) MITS Working Group shall take such steps as are appropriate to disseminate to the public the MITS Initiative recommended standards.
(b) The Working Group, consistent with the objective of making recommended standards as widely available as possible, may protect the intellectual property rights of such standards.

12. **MITS Working Group Meetings; Receipt of Input on Standards.**
(a) MITS Working Group shall hold MITS Working Group meetings, and committee meetings, at least once per year. Members shall be entitled to attend each meeting. The Working Group shall hold a public meeting at least once per year. During such public meeting, MITS Members may be solicited for Contributions to the Standards, but non-members will not be requested to provide input. Any MITS Member at the public meeting may recommend the creation or modification of a standard, or changing the standard development process. Any input from a MITS Member will be subject to the IPR Policy. If a non-MITS Member provides or attempts to provide input regarding a standard, or the creation or modification of a standard at such public meeting, the non-member will be directed to a Staff member who will either sign up the non-member as a MITS Member or have the non-member agree in writing to be bound by the IPR Policy, or the input will not be used or considered by MITS.
(b) Any MITS Member that receives input regarding a standard from a non-member should direct the non-member to a NMHC Staff member. No MITS Member should provide a non-member’s input to MITS on such non-member’s behalf. If a non-MITS Member provides, or attempts to provide, input regarding a standard or the creation or modification of a standard, the non-member must be directed to a NMHC Staff member who will either sign up the non-member as a MITS Member or have the non-member agree in writing to be bound by the IPR Policy, or the input will not be used or considered by MITS.
(c) Written submissions, electronic submissions, or meetings of MITS Members or non-MITS Members who have agreed in writing to be bound by the IPR Policy, or any combination of the foregoing, may be used by MITS Members to submit, describe, and advocate the adoption of their proposals for MITS Standards.
(d) The MTC shall review and adopt or decline to adopt the recommendations that are made in such submissions or meetings. The MTC may appoint a review panel or panels to assist in evaluating such submissions, or it may forward such submissions to the appropriate committee for evaluation and processing through the procedures described in sections 8 and 9 of these Policies and Procedures.

13. **Reports.**
The Governance Committee shall provide to members an annual report of MITS Working Group activities that occurred during the previous fiscal year.

14. **Annual Meeting.**
MITS Working Group shall hold an annual meeting during each calendar year in conjunction with the annual meeting of the National Multi Housing Council.
The Governance Committee has full authority to amend the MITS Working Group Policies and Procedures by a majority vote of its then-current members with the following two exceptions:

(i) Governance Committee Composition: The Governance Committee cannot change its size, makeup or other fundamental feature without the written approval of the NMHC Vice President of Capital Markets and Technology.
(ii) Any contracts with outside organizations that facilitate and/or support national or international standards, recording of standards, registries and the like, including, but not limited to, maintenance contracts with organizations such as the Data Interchange Standards Association. Further, the Governance Committee cannot change NMHC’s contract, duties owed to or relationship with such organizations without the written submission to and approval by the Vice President of Capital Markets and Technology.

The Governance Committee, at its discretion, may seek the guidance of the Working Group regarding any proposed change to the Policies and Procedures.

16. Fiscal Year.
The fiscal year of MITS shall begin January 1 and end December 31.

17. Dissolution.
Dissolution of the MITS Initiative and the MITS Working Group shall occur if two-thirds of the members of the Governance Committee vote to dissolve the MITS Working Group or may be dissolved at any time by the NMHC Operating Committee. A motion to dissolve by a member of the Governance Committee can be voted on after it has been considered at two Governance Committee meetings providing the motion was in the call for the meeting.

18. Parliamentary Authority.
The rules contained in the current edition of Roberts Rules of Order shall govern the conduct of MITS meetings in all instances when they are applicable and not inconsistent with these Policies and Procedures and any other special rules MITS shall adopt.
APPENDIX A

MITS CODE OF CONDUCT

INTRODUCTION

Trade associations are organizations that are created to, among other things, serve as advocates for their particular trade, facilitate education and training and other activities. However, since a trade association is, by definition, an organization of competitors, the MITS Working Group members must take precautions to ensure that members do not engage in activities which can be interpreted as violating antitrust or other unfair competition laws. For any activity which is deemed to unreasonably restrain trade, MITS Working Group, its Members and individual representatives may be subject to severe legal penalties, regardless of our otherwise beneficial objectives. It is important to realize, therefore, that an action that may seem to make “good business sense” can injure competition and therefore be prohibited under the antitrust or unfair competition laws. To ensure that we conduct all meetings (including any meeting, and any gathering, discussion, conference call or other electronic communications of two or more members to conduct or discuss MITS business) in strict compliance with any such laws and agreements in any part of the world, the MITS Code of Conduct, which is set forth below, is to be distributed and/or read aloud at all regularly scheduled meetings and referred to expressly in all other meetings.

CODE OF CONDUCT

The following are list of topics that should not be discussed at any time by two or more Working Group Members or their representatives:

- rates, prices or price components, fares, surcharges, or any other negotiated term;
- Non-aggregated input costs (including vendor fees);
- allocating or sharing customers or potential customers;
- refusing to deal with a particular customer or customer category;
- refusing to deal with a particular supplier or class of suppliers;
- allocating products or services to be provided by members;
- excluding existing or potential competitors from participation in the MITS Working Group or in competing in the market;
- allocating or limiting or placing economic disincentives on individual member product innovation and development.

Neither serious nor flippant remarks about such subjects will be permitted.

The following additional rules apply to all MITS Working Group members:

- Prior to any meeting, each member of a committee should receive a notice of the meeting and a copy of the draft agenda. Agendas should be reviewed by counsel and once approved, the agenda should be followed.
- Minutes should be kept of all meetings of all committees and reviewed by counsel. Once approved, minutes should be disseminated to all Working Group Members.
- MITS Working Group shall not issue recommendations about any of the above Prohibited Topics or distribute to its members any publication concerning such matters.
- No discussions that directly or indirectly fix purchase or selling prices may take place.
- There shall be no discussions of members’ marketing, pricing or service plans.
• If a member representative is uncomfortable about the direction in which a discussion may be or is heading, the representative should say so promptly. Members may have varying views about issues that MITS Working Group deals with. They are encouraged to express themselves in MITS Working Group activities. However, official MITS communications to the public are the sole responsibility of the Governance Committee.

• NMHC must approve press releases and any other forms of official MITS Working Group communications to the public before they are released, unless otherwise delegated.

• MITS Working Group, Governance Committee, and members of MITS committees shall not get economic benefit as a result of a contract with MITS Working Group. This article is null and void in cases that conflict with the law.

• Members of the MITS Working Group, the Governance Committee, and any other MITS committees or committees shall publicly disclose any of the following interests that they may have with a company doing business with, or proposing to do business with the MITS Working Group. For the purposes of this code, an interest shall include:
  o Any financial interest in said company (indirect investments in equity or non-equity securities in said company held through a diversified SEC-registered mutual fund excepted).
  o Employment, consulting, vendor-customer, or other business relationship with said company.
  o Having an employee that is related by blood or marriage to any of the owners or employees of said company.
  o Any other relationship that could give rise to a MITS Member or an employee or consultant of a MITS Member gaining financially from such company’s business with MITS.

• Any MITS Member or employee or consultant of a MITS Member having such an interest shall disclose such interest to the Governance Committee. Included in the disclosure shall be the name of the company intending to contract business with MITS Working Group and the interest in the company that the MITS Member participant currently has. This disclosure may become a matter of public record after consultation with the affected parties.

• The Governance Committee may then move that the disclosure be sent to the organization’s legal counsel for advice regarding the potential conflict of interest, and whether the interest does indeed present a conflict of interest that is prohibited by law or by this Code of Conduct.

• The following activities by MITS Working Group, Governance Committee, and members of MITS committees are also censurable under the guidelines of this code of conduct:
  o Investing in any company that will result in a conflict of interest with their duties on behalf of MITS Working Group.
  o Being part of any MITS Working Group or Governance Committee transaction in which they have a direct or indirect financial interest.
  o Entering into relationships with vendors for pay in matters that are currently being considered by the MITS Working Group or Governance Committee.
  o Being part of legal negotiations with any firms that are doing business with MITS Working Group without the knowledge and authorization of the MITS Working Group and Governance Committee.
Using their position on the MITS Working Group and Governance Committee to obtain employment in MITS Working Group for their friends or family members.

- Accepting a job that conflicts with their duties as an office holder and can prevent them from carrying out their responsibilities to MITS Working Group.
- Asking for or accepting a gift under any circumstances in which people might construe that the gift was intended to influence or reward the office holder.
- Disclosing confidential information about the workings of MITS Working Group.
- Using this information in such a way as to advance their personal interests.

Appendix B

MITS DATA TRANSFER STANDARD
END-USER LICENSE v. 1.0

This End-User License is by and between the National Multi Housing Council, acting through its Multifamily Information Transactions Standards division (“MITS”), and each End-User (as defined below) and sets forth the terms and conditions under which End-Users use a MITS Standard to make or distribute products or services made using or compliant with the MITS Standard. This End-User License is issued in accordance with the MITS Intellectual Property Rights Policy (“IPR Policy”) found at the MITS Website (as defined below.)

1. Definitions. For purposes of this End-User License, the following capitalized terms have the meanings given the terms below. All other capitalized terms have the meanings given them elsewhere in this End-User License.

“End-User” means an individual or organization which makes, has made, uses, distributes, sells, offers for sale, imports, modifies, reproduces, publishes, publicly performs, displays, or makes derivative works of a product or service using or that is compliant with a MITS Standard.

“Members” means all individuals and organizations that are members of the MITS Working Group, as defined in the Policies and Procedures.

“MITS” is the Multifamily Information Transactions Standards division of the NMHC.

“MITS Initiative” means the multifamily data transfer standards development process organized and supported by MITS.

“MITS License Member” means an organization who has granted, or who has been deemed to have granted, the Royalty-Free License (as defined below) with respect to this MITS Standard pursuant to MITS IPR Policy, a copy of which is available for reference at the MITS Website.

“MITS Standards” are data transfer technical standards for the multifamily housing industry released through MITS, which standards are subject to continual review and modification through the MITS Initiative.

“MITS Website” means the website owned by NMHC at www.mitsproject.org.

“NMHC” means the National Multi Housing Council.
“Patent Rights” are all patents and patent applications that a MITS License Member owns that would be infringed by an organization that makes, has made, uses, sells, offers for sale, or imports a product or service using or compliant with that MITS Standard by virtue of its product’s or service’s use or compliance with the MITS Standard, except for any patents and patent applications that the MITS License Member has designated to MITS as not being subject to the Royalty-Free License in accordance with the MITS Intellectual Property Rights Policy and the MITS Policies and Procedures, both of which may be found at the MITS Website.

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