AI USE ADDENDUM TO MLS GRID DATA LICENSE AGREEMENT

This AI Use Addendum (this **Addendum**) is incorporated into and forms a part of the MLS GRID Data License Agreement. In summary, this Addendum permits the use of MLS GRID Data with AI Tools solely for (i) Permitted Search/Response Use and (ii) Permitted Marketing Use, subject to strict license restrictions described below. **All other use of MLS GRID Data with an AI Tool is prohibited unless an MLS provides written approval to use that MLS's data with an AI Tool.**

1. Definitions

For purposes of this Addendum, the following terms have these meanings:

a. **AI Output** means any information, data, materials, text, images, audio, video, code, works, expressions, or other content generated by, or otherwise output from, an AI Tool in response to or based upon MLS GRID Data, whether directly or indirectly, in whole or in part. AI Output includes all output, copies, reproductions, improvements, reports, modifications, adaptations, translations, summaries, analyses, and other derivative works of, based on, derived from, or otherwise using any MLS GRID Data that are generated by an AI Tool, regardless of the degree of human review, curation, or modification applied to such output.

b. **AI Requirements** means all federal, state, and local laws, regulations, executive orders governing U.S.-based use of AI Tools, either currently in effect or which become effective during the Term of the Agreement.

c. **AI Tools** means artificial intelligence, including large language models (LLMs), generative AI, machine learning, deep learning, neural networks, natural language processing, computer vision, automated decision-making systems, and any other technology that, regardless of the specific techniques or approaches employed, learns, reasons, predicts, generates content, makes recommendations or decisions with limited or no human intervention, or performs any other tasks that typically require human intelligence (e.g., visual perception, speech recognition, and translation between languages).

d. **AI Training** means the use of MLS GRID Data to train, fine-tune, align, embed, distill, or otherwise incorporate the data into an AI Tool's underlying model, weights, parameters, or knowledge base, including, without limitation, reinforcement learning from human feedback (RLHF), validating, testing, retraining, model distillation, the creation of vector embeddings, retrieval indices, knowledge graphs, or similar representations that persist beyond a single user session, and any use that would enable the AI Tool to generate outputs reflecting or derived from MLS GRID Data without contemporaneous access to such data.

e. **Authorized AI Use** means the use of MLS GRID Data solely for (i) Permitted Search/Response Use, (ii) Permitted Marketing Use, and (iii) other uses as may be expressly authorized in writing by MLS GRID or an MLS.

f. **Derivative Work** means any content, narrative, summary, analysis, presentation, or other material that is derived from, based upon, incorporates, or is generated using MLS GRID Data through an AI Tool, including, without limitation, Marketing Content. All

Derivative Works are a subset of AI Output and are subject to the Agreement and this Addendum.

g. **Marketing Content** means listing descriptions, automated listing content summaries, property marketing copy, social media content, email marketing communications, prospective listing intelligence for properties not yet on the market, content personalized based on prior consumer search behavior, predictive market analytics, listing presentation materials, and other promotional materials that are, in each case, created by or on behalf of Participant solely for the purpose of marketing Participant's own listings or business but without inclusion of any images, videos, or other copyrighted content not owned by Participant. All Marketing Content derived from MLS GRID Data is deemed a Derivative Work for purposes of this Addendum.
h. **Permitted Marketing Use** means the use of MLS GRID Data with an AI Tool to generate Marketing Content.
i. **Permitted Search/Response Use** means the use of MLS GRID Data for IDX Uses or VOW Uses (i.e., with IDX or VOW licenses) that uses an AI Tool to provide search functionality, property matching, query responses, comparative analyses of listings, and related informational responses. Permitted Search/Response Use includes AI-assisted property discovery and intent matching, comprising semantic and natural language searching, contextual relevance and ranking, conversational guidance, personalized curation, and predictive or inferential intent matching, in each case where the AI Tool predicts, infers, or proactively guides the consumer toward properties or information based on expressed or inferred search intent, which uses are distinguished from traditional query-based retrieval and display. Display of other Participants' listings within a Permitted Search/Response Use must comply with the attribution and related display policies in the MLS GRID IDX Rules or MLS GRID VOW Rules, as applicable and then in effect.

2. Authorized AI Use

Subject to compliance with the Agreement, the MLS GRID Rules, and this Addendum, and solely for those usage options selected via the Data Interface, Vendor and Participant may use MLS GRID Data for the following purposes:

a. **Permitted Marketing Use.** Participant may use MLS GRID Data within Vendor's AI Tool to generate Marketing Content.
b. **Permitted Search/Response Use.** Participant may use MLS GRID Data within Vendor's AI Tool for Permitted Search/Response Use.

3. Prohibitions, Restrictions, Controls, Acknowledgements

The right to use MLS GRID Data for Authorized AI Use is conditioned on any AI Tool that interacts with MLS GRID Data being contractually and technically restricted as follows:

a. MLS GRID Data may not be cached, stored, archived or retained by an AI Tool beyond the duration reasonably necessary to fulfill an individual user query.
b. MLS GRID Data, in any form and whether or not aggregated, de-identified, or anonymized, may not be used for AI Training without the prior express authorization of MLS GRID or an MLS.

c. Vendor must retain the ability to restrict, suspend, and terminate an AI Tool's access to and use of MLS GRID Data at any time.
d. MLS GRID Data may not be used in any AI Tool in a manner that obscures or impairs MLS GRID's, an MLS's, or a Participant's rights, title, and interest in the MLS GRID Data, including by rendering the data unattributable to the Participant, MLS, or MLS GRID or by merging it into a model's general knowledge base such that ownership can no longer be identified.
e. Vendor may not generate outputs, derivative works, or synthetic data based on MLS GRID Data to reconstruct, replicate, or compete with the MLS GRID, any MLS, or the MLS GRID Data.
f. Vendor will ensure that: (i) any AI Tool used is resilient against attempts by unauthorized third parties to alter its use or performance by exploiting system vulnerabilities; and (ii) the technical solutions aimed at ensuring the cybersecurity of such AI Tools and addressing AI specific vulnerabilities are appropriate.

Vendor and Participant shall be jointly and severally liable for any use of an AI Tool that breaches the terms and conditions of this Addendum whether such AI Tool is licensed by Vendor or Participant.

Vendor and Participant agree and acknowledge that neither MLS Grid nor any MLS shall be responsible for the use of AI Output.

4. Additional Compliance Obligations

Vendor and Participant must:

a. Include in end-user agreements explicit prohibitions against scraping and use of MLS GRID Data by AI Tools that do not comply with this Addendum.
b. Upon revocation of an AI Tool's license agreement or use of MLS GRID Data, instruct the AI Tool vendor to destroy MLS GRID Data per Section X(d) of the Agreement.
c. Comply with all AI Requirements.

5. Conflict

If there is a conflict between this Addendum and the Agreement, this Addendum controls on all AI-related matters.

6. Updating of Addendum

MLS GRID will provide written notice of material updates to this Addendum, and continued use of MLS GRID Data more than 15 days after notice constitutes acceptance of the updated terms.