MLS GRID DATA LICENSE AGREEMENT

This **AGREEMENT ("Agreement")** is made and entered into by and between MLS Technology Platform, LLC d.b.a. MLS GRID ("MLS GRID"), a Delaware limited liability company ("**Vendor**") and _____("**Participant**"). Each of the foregoing is a "**Party**" and collectively the "**Parties**".

WHEREAS, various MLSs are members of MLS GRID and license their real estate data to MLS GRID ("**Content**");

WHEREAS, MLS GRID collects and aggregates the Content into MLS GRID Data (as defined below) and licenses it to Participants in accordance with this Agreement;

WHEREAS, Vendor sells products and services which utilize real estate property information and wishes to license the MLS GRID Data to provide such products and services to Participant;

WHEREAS, Participant is a Subscriber (as defined below) or Member Participant (as defined below) that wishes to license the MLS GRID Data and has engaged or will engage Vendor to provide certain products and services to Participant in connection with the MLS GRID Data; specifically:

- IDX Uses;
- VOW Uses;
- Agent-Production Analytics;
- Comparative Market Analysis;
- Customer Relationship Management
- Real Estate Market Analytics; and
- Participant Listings Use;

Other use as explicitly approved by the applicable MLS and described in a separate addendum to this Agreement (if a use other than those listed above is desired, please contact the applicable MLS for approval);

As these are defined in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement and intending to be legally bound, the Parties agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below.

"**Agent Production Analytics**" means the compilation of a subset of MLS GRID Data that may be used for the purpose of creating agent transaction analytics for internal use or public display provided that for any public display, such analytics must only include truthful, non-disparaging, and non-misleading information, as well as a statement identifying the providing MLS as the source of the data as distributed by the MLS GRID and the time period for which MLS GRID Data is displayed (e.g. data courtesy of APPLICABLE MLS as distributed by MLS GRID as of DATE AND TIME PERIOD).

"Participant Listings Use" means the use of Participant's own listings contained in the MLS GRID Data for use in any manner Participant deems appropriate, including but not limited to public display or use, provided that for any public display or third-party use, such analytics must only include truthful, non-disparaging, and non-misleading information

"**Claims**" means, collectively, any claim, action, suit, demand, litigation or proceeding.

"**Comparative Market Analysis**" means the compilation of a subset of MLS GRID Data that may be used by Participant for the purpose of supporting an estimate of value on a particular property for distribution to, and use by, only a single, specific client to which only information that has been deemed non-confidential and necessary to support the estimate may be reproduced and attached to the estimate as supporting documentation. For the avoidance of doubt, an automated valuation model (AVM) is considered a Comparative Market Analysis.

"**Confidential Information**" means all proprietary or non-public information, data, systems, deliverables, technology, methodologies, specifications, trade secrets, software, business plans, operations, products, methods, procedures, reports, customers, services, equipment, systems and facilities of MLS GRID, identified as confidential or that would reasonably be considered confidential, regardless of the form or method of communication. Confidential Information does not include (a) information that (i) is or becomes publicly available by other than unauthorized disclosure by Vendor, Participant or a third party, as applicable; (ii) is independently developed by Vendor or Participant, as applicable, without reference or use of MLS GRID's Confidential Information; (iii) is received from a third party who has lawfully obtained and disclosed it without breaching any agreement; or (iv) is already known by Vendor or Participant, as applicable, at the time of its disclosure as shown by Vendor's or Participant's, as applicable, records immediately prior to disclosure, (b) MLS GRID Data or (c) this Agreement.

"**Contractor**" means any independent contractor, subcontractor, or other non-employee of a Party, other than a Vendor (which must be a Party to this Agreement), that performs or is asked to perform any of such Party's obligations under or related to this Agreement. All references to a Party in this Agreement shall be deemed to include its Contractors that are performing obligations on its behalf under this Agreement.

"Customer Relationship Management" means customer relationship management (CRM) and transaction management tools that only expose the MLS GRID Data to Participant, Subscribers affiliated with Participant, and their bona fide clients as established under state law. The MLS GRID Data may not be used for unsolicited communication.

"**Damages**" means all damages, costs, liabilities, losses and expenses, including reasonable attorney's fees.

"Data Hub" means a centralized hub for data to be transmitted between MLS GRID and a third party.

"Data Interface" means those protocols and formats provided by MLS GRID for use by Participant, Vendor and other licensees of the MLS GRID Data to access the MLS GRID Data as well as any of MLS GRID's owned or licensed digital assets or Data Hub used to provide the MLS GRID Data, as may be changed by MLS GRID in its sole discretion.

"Domain Name" means a URL, less the "http://" and any material appearing to the right of the next slash ('/') in the address. (So for example, in the URL "Http://janesmith.abcrealty.com/homepage.html", the Domain Name is "JANESMITH.ABCREALTY.COM".)

"**Fees**" means any fees, costs or expenses of any kind due to MLS GRID from Vendor and/or Participant under this Agreement.

"Hub Data" means data transmitted via a Data Hub.

"**IDX Uses**" means use of the MLS GRID Data to participate in IDX in accordance with the MLS GRID Rules.

"**IDX**" means the Internet Data Exchange Program. IDX is a cooperative initiative whereby a Member Participant of an MLS gives permission to display its real-estate listings on another Member Participant's websites and vice versa.

"**Licensed Marks"** means those MLS GRID and MLS trademarks, service marks, word marks, logos and distinctive marks of all other kinds, if any, set out in Exhibit A as Licensed Marks.

"**Member Participant**" means each participant in an applicable MLS, as defined by that MLS.

"**MLS**" means any of the multiple listing services or broker listing cooperatives that is a member of MLS GRID or that has otherwise agreed to license multiple listing service data to MLS GRID, as may change from time to time.

"**MLS GRID Data**" means any and all data (including text, photographs, and all other data in formats now known or hereafter invented) that is licensed by MLS GRID to Vendor and/or Participant pursuant to this Agreement, and any derivative works and modifications thereof, subject to the MLS GRID Rules, including MLS GRID Metadata.

"**MLS GRID Metadata**" means reports and analytics of, and derivative works based on, Hub Data that is created and made by MLS GRID, MLS, or Participant or its affiliated real estate agents use of the Data Hub.

"MLS GRID Rules" means all rules, other than the Governing Documents, governing the use, maintenance, and display of MLS GRID Data, as may be changed by MLS GRID in its sole discretion.

"Real Estate Market Analytics" means the compilation of a subset of MLS GRID Data (including Participant's own listings and that of other participants) that Participant may use for the purpose of creating real estate market analytics for internal, public display, or third party use, provided that for any public display or third party use, such analytics must only include truthful, non-disparaging, and non-misleading information, as well as a statement identifying the providing MLS as the source of the data as distributed by the MLS GRID in the time period for which MLS GRID Data is displayed (e.g. data courtesy of APPLICABLE MLS as distributed by MLS GRID as of DATE AND TIME PERIOD).

"**Second Level Domain**" means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top-Level Domain. (In the example, "ABCREALTY.COM".)

"**Subscriber**" means each subscriber to an applicable MLS, as defined by that MLS.

"**Third Level Domain**" means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any,

plus the Second Level Domain. (In the example, "JANESMITH.ABCREALTY.COM".).

"**Top Level Domain**" means the portion of the Domain Name to the right of the right-most period. (In the example, "COM".)

"**URL**" means a web address, including the "http://" and any material appearing after a slash in the address.

"**VOW**" means the Virtual Office Website Program. VOW is a cooperative initiative whereby a Member Participant's Internet website, or a feature of Member Participant's website is capable of providing real estate brokerage services to consumers with whom a broker-consumer relationship has been established where the consumer may search MLS data, subject to the Member Participant's oversight, supervision, and accountability.

"**VOW Uses**" means use of the MLS GRID Data for searching and displaying in VOW in accordance with the MLS GRID Rules.

"**Website**" means Participant's website or other internet-based technology (whether or not developed for Participant by Vendor) that is branded to Participant, with a URL or location identifier belonging to Participant, and fully under the directional and operational control of Participant.

II. LICENSE GRANT

Conditioned upon Vendor's and Participant's compliance with this Agreement solely during the Term of this Agreement, MLS GRID grants to Vendor and Participant a non-exclusive, limited, revocable, non-transferable, non-sublicensable, worldwide license to (i) use MLS GRID Data provided under this Agreement solely for those usage options selected by the MLS, Vendor and Participant via the Data Interface, subject to the MLS GRID Rules, and (ii) utilize the Licensed Marks for the sole purpose of identifying MLS GRID and MLS as the source of the MLS GRID Data, subject to compliance with written guidelines that MLS GRID may provide to Vendor and Participant from time to time and Vendor and Participant not asserting any ownership interests in, contesting the validity of, or taking any other action that jeopardizes or harms the Licensed Marks. Any other use of the MLS GRID Data is hereby prohibited. MLS GRID retains all rights not expressly granted herein. Notwithstanding anything to the contrary contained in this Agreement, Vendor and Participant may use MLS GRID Metadata solely for Participant's internal business purposes and under no circumstances may Vendor or Participant publicly display MLS GRID Metadata.

III. INTELLECTUAL PROPERTY

(a) MLS GRID retains all rights, title, and interest in and to the Data Interface and the MLS GRID Data (which includes all modifications, enhancements, and derivative works of the same). Notwithstanding the prohibition on certain modifications to the Data Interface and the MLS GRID Data in this Agreement, Vendor and Participant hereby perpetually assign to MLS GRID any and all modifications, enhancements, and derivative works to the Data Interface and the MLS GRID Data made by Vendor or Participant. At no cost to MLS GRID, Vendor and Participant agree to execute all documents and take all action required by MLS GRID in connection with the assignment of rights to MLS GRID. Vendor and Participant agree that they will not challenge or take any action inconsistent with MLS GRID's rights to the Data Interface or the MLS GRID Data.

(b) Vendor and Participant shall only use the Licensed Marks exactly in the form shown in Exhibit A and in strict compliance with any trademark guidelines that may be provided by MLS GRID to Vendor and Participant, as may be updated by MLS GRID in its sole discretion. MLS GRID does not make any representations or warranties regarding the Licensed Marks, the rights of any other persons or entities to the Licensed Marks, or the enforceability of any rights to the Licensed Marks. Except as provided in this Section III(b), no other right is granted to Vendor or Participant under this Agreement with respect to any trademarks or other identifiers of MLS GRID. Vendor and Participant shall not (i) use any marks or other identifiers that are

confusingly similar to the Licensed Marks or any other trademarks of MLS GRID (other than the Licensed Marks) or (ii) assert any right, license, or interest with respect to the Licensed Marks or any other trademarks or identifiers of MLS GRID. Vendor and Participant shall not file any applications or assert any rights to any of MLS GRID's trademarks or other identifiers anywhere in the world.

IV. MLS GRID'S OBLIGATIONS

(a) During the Term of this Agreement, MLS GRID agrees to provide to Participant and Vendor access to the MLS GRID Data via the Data Interface pursuant to this Agreement. MLS GRID is not responsible for providing technical support for the Data Interface or the MLS GRID Data, though MLS GRID may provide technical support in its sole discretion. The Data Interface and access to the MLS GRID Data, may from time-to-time be interrupted or unavailable, whether because of technical failures, intentional downtime for service, changes to the Data Interface or MLS GRID Data, or otherwise. Any interruption of or inability to access the Data Interface or MLS GRID Data shall not constitute a breach or default by MLS GRID under this Agreement and MLS GRID shall have no liability to Participant or Vendor in connection therewith.

(b) MLS GRID may, at any time, modify or replace the Data Interface, in its sole discretion, and Participant and Vendor understand that a modification or replacement of the Data Interface may require changes to Participant's hardware, software or their configurations to access the MLS GRID Data. In no event will MLS GRID be liable for any loss, damage or costs that Vendor or Participant may incur as a result of such modifications or replacements.

V. PARTICIPANT AND VENDOR OBLIGATIONS

(a) Participant and Vendor shall comply with all applicable laws in the performance of their obligations hereunder. Without limiting the foregoing, Participant and Vendor shall comply with all applicable privacy and information security laws including, but not limited to, security breach notification laws. In the event a security breach of Participant's or Vendor's system(s) containing the MLS GRID Data results in access, use or disclosure of the MLS GRID Data by an unauthorized party, Participant and Vendor shall notify MLS GRID within 24 hours of such discovery by Participant or Vendor. At no cost to MLS GRID, Participant and Vendor shall each reasonably cooperate with MLS GRID to investigate the applicable security breach and mitigate the damage resulting from such security breach.

(b) Participant and Vendor shall each take all steps (including maintaining or establishing firewalls, filters, and other security systems), in accordance with commercially reasonable security practices, to protect the security and privacy of the MLS GRID Data from unauthorized access, use or disclosure.

(c) Vendor and Participant each represent and warrant on behalf of itself that: (i) it has the power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) upon execution and delivery hereof, this Agreement shall constitute the valid and binding obligation of Vendor or Participant, as applicable, enforceable in accordance with its terms; (iii) Vendor's and Participant's, as applicable, execution and performance of this Agreement will not violate any law or agreement with a third party; (iv) any and all agreements between Vendor and Participant and/or any third party shall not obligate MLS GRID to any performance or obligation outside those set forth in this Agreement and (v) the information provided in this Agreement is complete and accurate. Participant and Vendor shall provide MLS GRID with written notice of any change in the information provided in this Agreement within fifteen (15) business days, including, but not limited to, names, addresses, website addresses, and contact information.

(d) Vendor and Participant shall display on the IDX or VOW websites it owns, controls, or creates a sufficient copyright notice to maintain Digital Millennium Copyright Act ("DMCA") safe harbor protection, and shall (a) maintain all necessary registrations for DMCA safe harbor protection; and (b) send within 24 hours to MLS GRID at DMCAnotice@MLSGrid.com each notice received concerning any copyright infringement allegedly within the MLS GRID Data.

(e) (e) Vendor and Participant shall promptly comply with all request for information from MLS GRID regarding Vendor's and Participant's access to and use of the MLS GRID Data.

(f) Neither Participant nor Vendor shall:

(i) Modify or remove URLs contained in the MLS GRID Data, or employ any framing or add any links or meta-tags that constitute an alteration of any listings in the MLS GRID Data that are presented or distributed via the Internet by Participant in a manner not permitted by this Agreement.

(ii) Violate any applicable disclosure guidelines as set forth by the applicable local, county, and state real estate regulatory agencies;

(iii) Add any name, mark or other material that may cause consumers or others to believe that Participant is the listing agent or broker for a property when, in fact, such is not the case;

(iv) Use or continue to use or distribute any data, listing or other material that it has reason to believe is outdated, no longer valid or inaccurate;

(v) Modify any listing data (including MLS GRID Data) except for Participant's own listings;

(vi) Use any of MLS GRID's membership or client data contained in the MLS GRID Data for any purpose other than for IDX Use, VOW Use, Agent Production Analytics, Comparative Market Analysis, Customer Relationship Management Real Estate Market Analytics, or Participant Listings Use or that is otherwise inconsistent with the intent of this Agreement and the MLS GRID Rules. MLS GRID prohibits the use of MLS GRID products in any manner associated with the transmission, distribution, or delivery of any unsolicited bulk or unsolicited commercial email ("Spam"). Prohibited activities include, by way of illustration, sending unsolicited bulk commercial email, sending large volumes of unsolicited email (whether or not commercial), and facilitating such activities;

(vii) Use, distribute, publicly display, convey, make available to any party or permit any party to access the MLS GRID Data, or any portion thereof, for any purpose other than for those usage options selected by the Vendor and Participant via the Data Interface or that is otherwise inconsistent with the intent of this Agreement and the MLS GRID Rules;

(viii) Except as expressly permitted under this Agreement, sell, license, sublicense, assign, transfer, alter, modify, change or create any derivative works of the MLS GRID Data, in any manner (other than reformatting), without the written consent of MLS GRID;

(ix) Use MLS GRID Data to contact property owners except when the property owner has initiated prior contact with the Participant;

(x) Compile or aggregate the MLS GRID Data in a manner inconsistent with the MLS GRID Rules; or

(xi) Except as otherwise permitted, subcontract or delegate any portion of its obligations under this Agreement to any Contractors, or otherwise permit any Contractors to perform any of Vendor's or Participant's, as applicable, obligations under this Agreement, without the prior written approval of MLS GRID.

(g) **AI Use.** The use of AI Tools (as defined in the AI Use Addendum) in connection with MLS GRID Data is subject to the terms in the AI Use Addendum attached to this Agreement. Vendor and Participant must comply with the AI Use Addendum in addition to all other terms of this Agreement.

(h) Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall MLS GRID have any liability to Participant arising out of or relating to any actions or omissions of Vendor or to Vendor arising out of or relating to any actions or omissions of Participant. Vendor and Participant each irrevocably and forever waives any right to bring any claims against MLS GRID relating to the actions or omissions of the other in connection with this Agreement. Vendor shall only have the right to bring a claim under this Agreement against MLS GRID in connection with MLS GRID's breach of its obligations to Vendor and Participant shall only have the right to bring a claim under this Agreement against MLS GRID in connection with MLS GRID's breach of its obligations to Participant.

(i) Vendor and Participant shall each be responsible for the actions and omissions of any person or entity to which Vendor or Participant allows access to the Data Interface or the MLS GRID Data, knowingly or unknowingly. Participant and Vendor shall also each be fully responsible and liable for all the actions and omissions of its Contractors taken in connection with this Agreement.

(j) In no event shall MLS GRID be responsible for any costs or expenses incurred by Vendor or Participant under this Agreement.

VI. ADDITIONAL PARTICIPANT OBLIGATIONS (THIS SECTION DOES NOT APPLY TO VENDOR)

In addition to the obligations set forth in Section V, Participant agrees to the following:

(a) Participant represents and warrants to MLS GRID that it is and shall remain a Member Participant or a Subscriber at all times during the Term of this Agreement.

(b) If Participant is a Subscriber, Participant represents and warrants to MLS GRID that it is authorized by Participant's supervising Member Participant to enter into this Agreement.

(c) If Participant is a Member Participant, Participant represents and warrants to MLS GRID that it has authorized each Subscriber that has or will enter into this or a similar form of agreement with MLS GRID to enter into such an agreement.

(d) Participant may display the MLS GRID Data solely for those usage options selected by the Participant via the Data Interface, subject to MLS GRID Rules

(e) Participant may provide Comparative Market Analysis or Real Estate Market Analytics to customers and clients with whom Participant establishes a broker-customer or broker-client relationship, if such relationship is required and defined by state law.

(f) Participant shall pay the Fees, if any, that MLS GRID invoices Participant pursuant to this Agreement. Participant acknowledges receipt of MLS GRID's current schedule of such Fees. MLS GRID may in its sole discretion modify its schedule of Fees upon thirty (30) days' written notice to Participant. Participant shall be liable for all costs, including reasonable attorney's fees, associated with collecting unpaid amounts due under this Agreement, plus interest at the rate of 5% per 12 months. All Fees paid under this Agreement by Participant to MLS GRID are non-refundable.

VII. ADDITIONAL VENDOR OBLIGATIONS (THIS SECTION DOES NOT APPLY TO PARTICIPANT)

In addition to the obligations set forth in Section V, Vendor agrees with the following:

(a) Vendor shall not provide services in connection with the MLS GRID Data to Participant if Participant is in breach of its representations, warranties and obligations under Sections VI. If Vendor fails to comply with the provisions of this Section VII(a), MLS GRID has the right to terminate Vendor's access to the MLS GRID Data under this or any other Agreement.

(b) Vendor shall pay the Fees, if any, that MLS GRID invoices Vendor pursuant to this Agreement. Vendor acknowledges receipt of MLS GRID's current schedule of such Fees. MLS GRID may in its sole discretion modify its schedule of Fees upon thirty (30) days' written notice to Vendor. Vendor shall be liable for all costs, including reasonable attorney's fees, associated with collecting unpaid amounts due under this Agreement plus interest at the rate of 5% per 12 months. All Fees paid under this Agreement by Vendor to MLS GRID are non-refundable.

(c) Vendor that has selected IDX Uses or VOW Uses for MLS GRID Data via the Data Interface shall provide MLS GRID on a monthly basis, or at MLS GRID's request, a written report that details Participant's Second-Level and Third-Level Domain(s) on which MLS GRID Data is displayed, and other fields of information as MLS GRID requests in its sole discretion.

(d) Vendor shall provide MLS GRID with reports on usage and other statistics concerning the MLS GRID Data, with the fields, format, and frequency described in the MLS GRID Rules.

(e) Vendor shall use its best efforts to use well-formed database queries and minimize its impact on the Data Interface. If, in the judgment of MLS GRID, Vendor's queries are causing unreasonable loads on the MLS GRID servers, Vendor agrees to make modifications to its queries or pay for the increased server capacity needed to support its existing queries.

VIII. AUDITS OF COMPLIANCE

(a) MLS GRID may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Participant and Vendor to the extent reasonably necessary to ascertain Participant's and Vendor's compliance with this Agreement ("**Audit**"). MLS GRID may conduct an Audit during normal business hours of Vendor or Participant. Audit activities may include, without limitation, obtaining full access to Participant's and Vendor's Websites (including mobile applications) and systems to ensure that MLS GRID Data is displayed in accordance with this Agreement. MLS GRID shall have the right to conduct the Audit using all features available to end-users of Participant's and Vendor's systems that employ the MLS GRID Data; and posing as consumers to register and test services Participant and Vendor make available to consumers using the MLS GRID Data. MLS GRID shall pay the costs of the Audit but shall not be liable for any out-of-pocket costs that Participant or Vendor incur as part of or in connection with any Audit. The provisions of this Section shall survive the expiration or other termination of this Agreement for one year.

IX. CONFIDENTIAL INFORMATION

(a) **Nondisclosure and Nonuse Obligations.** Vendor and Participant each agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of MLS GRID to any third party, except as expressly provided in this Agreement. Vendor and Participant, as applicable, may use MLS GRID's Confidential Information solely to the extent necessary to perform its obligations or exercise its rights under this Agreement. Vendor's and Participant's, as applicable, employees and agents may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose, including any purpose that may compete with MLS GRID. Vendor and Participant each agrees that it will treat all Confidential Information with the same degree of care as it accords its own Confidential Information, but in no event less than reasonable care. Vendor and Participant each agrees that it shall disclose Confidential Information only to those of its employees and agents who need to know such information and that have previously agreed to be bound by terms and conditions of non-disclosure at least as stringent as those set forth in this Agreement. Vendor and Participant each shall immediately give notice to MLS GRID of any unauthorized use or disclosure of MLS GRID's Confidential Information of which it becomes aware. At Vendor's and Participant's sole cost and expense, Vendor and Participant each agrees to assist MLS GRID in remedying any such unauthorized use or disclosure of MLS GRID's Confidential Information.

(b) **Exclusions from Nondisclosure and Nonuse Obligations.** A Confidential Information disclosure by Vendor or Participant either (i) in response to an enforceable order by a court or other governmental body or (ii) as otherwise required by law, shall not be a breach of this Agreement by Vendor or Participant, as applicable, provided, however, Vendor or Participant, as applicable, shall (i) provide prompt prior written notice of any such Confidential Information disclosure to MLS GRID (to the extent allowed by applicable law) to enable MLS GRID to seek a protective order or otherwise prevent such disclosure and (ii) disclose the minimum amount of Confidential Information required subject to the maximum confidentiality protections.

(c) **Ownership and Return of Confidential Information and Other Materials.** MLS GRID's Confidential Information is and shall remain MLS GRID's property, and this Agreement does not grant or imply any license or other rights to MLS GRID's Confidential Information except as expressly set forth in this Agreement. Within five (5) business days after expiration or termination of this Agreement or upon MLS GRID's request, Vendor and Participant shall each destroy any MLS GRID Confidential Information in its possession or under its control, including all copies thereof, and certify to MLS GRID in writing that it has complied with this obligation.

(d) **MLS GRID's Remedies**. Participant and Vendor acknowledge and agree that MLS GRID would suffer irreparable harm in the event that any of them breaches its obligations to MLS GRID under this Section IX. MLS GRID is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Participant or Vendor of this Section IX, without showing or proving any actual damages sustained by MLS GRID, and without posting any bond.

X. SUSPENSION, TERM AND TERMINATION

(a) MLS GRID may, at its option and without prior notice to Vendor or Participant, immediately suspend the license to the MLS GRID Data upon the occurrence of any breach by Vendor or Participant of this Agreement, including failure by Vendor or Participant to pay any Fees due to MLS GRID hereunder. MLS GRID shall provide Vendor and Participant with written notice of suspension of the license to the MLS GRID Data promptly after such suspension. However, MLS GRID is not required to suspend the license to the MLS GRID Data prior to exercising its right of termination under Section X(b) of this Agreement. In addition, Vendor and Participant understand and agree that Participant's MLS may instruct MLS GRID to deny, suspend, or revoke Vendor's and/or Participant's license to the MLS Grid Data at such MLS' sole and absolute discretion at any time.

(b) MLS GRID may, at its option and without prior notice to Vendor, immediately suspend the license to the MLS GRID Data if the Vendor is not associated with any MLS GRID Participants, based on MLS GRID's usage data

(c) The term of this Agreement (the "**Term**") begins on the date of the last Party's signature to this Agreement and shall remain in effect until terminated pursuant to this Section X(b). This Agreement may also terminate upon the occurrence of any of the following events: (a) thirty (30) days after MLS GRID's notice to Participant and Vendor of its intent to terminate; or (b) immediately after any Party's notice to the other Parties that a Party has materially breached this Agreement.

(d) In the event of any termination of this Agreement, (i) Participant and Vendor will immediately stop all use of the MLS GRID Data (except Participant may continue to use any of its own listings that comprise the MLS GRID Data), (ii) all licenses granted hereunder to Participant and Vendor shall immediately terminate, (iii) within ten (10) days of such termination, Participant and Vendor shall each erase or otherwise destroy the MLS GRID Data, in a manner that prevents unerasure or reconstitution of the data, and each shall provide evidence of such satisfactory to MLS GRID and (iv) Vendor and Participant shall promptly pay all Fees then-due to MLS GRID. Any termination of this Agreement will be without prejudice to rights created or granted or obligations incurred hereunder prior to such termination.

XI. INDEMNIFICATION AND LIMITATION OF LIABILITY

(a) Participant and Vendor shall, jointly and severally, indemnify, defend and hold harmless MLS GRID and each MLS and each of their respective employees, directors, officers, Contractors and representatives (collectively, "**MLS GRID Indemnitees**") from and against any and all Damages arising out of any Claims made or brought against MLS GRID Indemnitees by a third party arising out of or relating to (i) a Claim that Vendor's or Participant's use of or display of the MLS GRID Data infringes or misappropriates such third party's intellectual property rights and (ii) Vendor's or Participant's breach of this Agreement. MLS GRID shall (x) promptly give notice to Participant and Vendor of any claim for indemnification under this Agreement (provided that failure of MLS GRID to notify Vendor or Participant does not release Vendor or Participant of its obligations hereunder except to the extent Vendor and Participant are materially prejudiced thereby), (y) give Vendor and Participant sole control of the defense and settlement of the Claim against MLS GRID (except that neither Vendor nor Participant may settle any Claim without first receiving MLS GRID's prior written consent) and (z) give Vendor and Participant all assistance reasonably requested by Vendor and Participant in writing, at Vendor's and Participant's expense.

(b) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL MLS GRID OR ANY OF ITS RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, CONTRACTORS OR REPRESENTATIVES BE LIABLE TO VENDOR, PARTICIPANT OR ANY OTHER PERSON, FOR ANY

INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR LOSS OF DATA, UNDER, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. MLS GRID'S AGGREGATE AND TOTAL LIABILITY DURING AND AFTER THE TERM OF THIS AGREEMENT UNDER, ARISING OUT OF, OR RELATED TO THIS AGREEMENT OR THE MLS GRID DATA, REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY VENDOR AND PARTICIPANT TO MLS GRID IN THE TWELVE MONTHS PRIOR TO THE DATE OF THE FIRST CLAIM MADE AGAINST MLS GRID UNDER THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN THE PARTIES. ALL LIABILITY OF PARTICIPANT AND VENDOR TO MLS GRID UNDER THIS AGREEMENT SHALL BE JOINT AND SEVERAL.

(c) (c) **PARTICIPANT AND VENDOR ACKNOWLEDGE THAT MLS GRID PROVIDES THE MLS GRID DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS. MLS GRID SHALL NOT BE LIABLE TO PARTICIPANT, VENDOR OR ANY OTHER PERSON FOR ANY CLAIM ARISING FROM THE CONTENT OF THE MLS GRID DATA, INACCURACIES IN THE MLS GRID DATA, ANY FAILURE TO UPDATE THE MLS GRID DATA, THE MLS GRID DATA'S INADEQUACY FOR ANY PARTICULAR USE, OR PARTICIPANT'S OR VENDOR'S USE OF OR INABILITY TO USE THE MLS GRID DATA. EXCEPT AS STATED IN SECTION IV, MLS GRID EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE MERCHANTABILITY, SUITABILITY, TITLE, ORIGINALITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF OR RECEIPT OF THE MLS GRID DATA OR ANY OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, OR THAT THE PROVISION OF THE MLS GRID DATA AND DATA INTERFACE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE.**

XII. GENERAL PROVISIONS

(a) Applicable Law. This Agreement shall be governed by and interpreted according to the laws of the State of Delaware, without regard to its conflicts and choice of law provisions.

(b) Survival of Obligations. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the Parties beyond any termination or expiration of this Agreement, including, without limitation, Sections III(a), V(f), V(g), V(h), VIII (but only for the length of time set forth therein), IX, XI, XII.

(c) Dispute resolution; Attorney's fees. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection (collectively, the "**Arbitration Rules**"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event of a dispute arising from or related to this Agreement, each Party shall bear all costs incurred by it, including, without limitation, its court costs, attorney's fees and other related costs and expenses. Without limiting the foregoing, the Parties agree to act in good faith with respect to this Agreement and efforts to resolve any dispute. The location of the arbitration shall be selected by MLS GRID in its sole discretion.

(d) Notice. All notices to be given under this Agreement shall be mailed to the Parties at their respective addresses set forth on the signature page of this Agreement or such other address of which any Party may advise the others in writing during the Term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or e-mailing.

(e) No Waiver and Cumulative Remedies. No waiver of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the Party who is alleged to have waived its rights. Any such waiver is not to be deemed a continuing waiver of any other breach or default in the performance of any of the same or other obligations hereunder. All remedies relating to this Agreement are cumulative and in addition to any legal or equitable remedy otherwise available to the Parties.

(f) No Assignment. Neither Vendor nor Participant may assign or otherwise transfer any of its rights or obligations under this Agreement to any other person without the prior written consent of all other Parties to this Agreement. MLS GRID may assign this Agreement, without the consent of Vendor or Participant, a) to an affiliate or (b) in connection with a merger or a sale of all or substantially all of its assets or stock (and then only to the merged or purchasing entity). Any purported assignment or delegation in contravention of this Section is null and void.

(g) Entire Agreement; Amendment. This Agreement contains the full and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same. The Agreement may not be amended or modified in any way unless mutually agreed upon in writing by all Parties.

(h) Relationship of the Parties. The Parties hereunder are independent contractors. No Party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of MLS GRID or have any authority to make any agreements or representations on the behalf of MLS GRID. Each Party shall be solely responsible for the payment of compensation, insurance, benefits and taxes of its own employees.

(i) Severability. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

(j) Third Party Beneficiaries. Each MLS is a third-party beneficiary of MLS GRID's delivery of the MLS's MLS Data to third parties, including this Agreement, and each MLS is entitled to enforce the terms of this Agreement. This Agreement is otherwise for the sole and exclusive benefit of MLS GRID, MLS, Vendor, and Participant, and is not intended to benefit any third party. No other third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

(k) Execution. By selecting those usage options selected by the Vendor and Participant via the Data Interface and submitting this Agreement via the Data Interface, Vendor and Participant each agree (i) to accept and be bound by the terms and conditions of this Agreement and (ii) that this Agreement

constitutes a legally binding agreement between Vendor, Participant and MLS Grid.

(l) Counterparts. This Agreement may be executed in any number of counterparts, all of which together constitute a single agreement. Executed counterparts transmitted by facsimile or electronic means are considered original documents.

(m) Construction. The provisions of this Agreement have been negotiated in good faith by the Parties. Each Party acknowledges that it has had ample time to seek competent legal or other counsel regarding the terms and conditions of this Agreement and that it fully understands and accepts all of the terms and conditions herein. The headings in this Agreement have been added for the convenience of the Parties and are not to be deemed part of this Agreement. The terms of this Agreement were mutually negotiated and shall not be construed either in favor or against any of the Parties by virtue of a Party's involvement in preparing or reviewing this Agreement.

(n) Force Majeure. No Party shall be liable for any failure or delay in its performance under this Agreement due to a natural disaster, any communication line or power failure arising through no fault of such Party, and/or any judicial or governmental order or action not arising out of any action or omission of such Party (a "**Force Majeure Event**"); provided that the delayed Party: (i) gives the other Parties prompt notice of such Force Majeure Event, and (ii) uses its reasonable best efforts to minimize and correct such failure or delay in performance.

In consideration of the mutual covenants set forth in this Agreement, the Parties affirm and adopt this Agreement by setting their signatures below.

MLS GRID	**[VENDOR**
MLS Technology Platform, LLC	_____ Vendor name
Signature	Signature
Name	Name
Date:	Date:
Contact for notices and operations matters	**Contact for notices and operations matters**
Name: _____	Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

[PARTICIPANT]

Participant name

Signature

Name

Date:

Contact for notices and operations matters

Name: _____

Phone: _____

Email: _____

EXHIBIT A

MLS GRID-LICENSED MARKS