



SINGLE FEED LICENSE AGREEMENT

This Agreement (“**Agreement**”) is made by and between the Matagorda County Board of REALTORS®, Inc. (“**MCBR MLS**”), the technology vendor identified in this Agreement (“**Vendor**”), the real estate brokerage participant identified in this Agreement (“**Participant**”) and, if applicable, the real estate sales agent or broker affiliated with Participant identified in this Agreement (“**Subscriber**”). Participant and Subscriber are jointly referred to in this Agreement as “**Members**”.

- 1. License.** Subject to the provisions, terms and conditions set forth herein, MCBR MLS hereby grants to Members and Vendor during the Term a non-exclusive, non-transferable revocable license to access the MCBR MLS current aggregated compilation of listing content generally made available to MCBR MLS participants and subscribers (the “**Licensed Content**”), as more fully described on an attached Exhibit A, attached to this Agreement and incorporated herein, for the purpose(s) set forth on Exhibit A (the “**Licensed Purpose**”).
- 2. License Restrictions.** Members and Vendor acknowledge that the license in Section 1 is granted for use only in connection with Members’ ordinary licensed real estate business activities and the Licensed Content shall only be used for the Licensed Purpose and not for any other purpose, including without limitation incorporation into any other product or service. Vendor specifically understands and agrees it is not authorized to display the Licensed Content on its own websites or mobile applications. Neither Members nor Vendor is authorized, and both understand and agree they shall not transfer the Licensed Content or, if applicable, access to the Licensed Content to any third party, including without limitation any parent company, subsidiary, affiliate, or other individuals in their respective offices, without the prior written consent of MCBR MLS. Vendor acknowledges that if it wishes to provide the Licensed Content to any other participants or subscribers of MCBR MLS, it must execute a separate license agreement. Participant must provide written notice to MCBR MLS of any changes to the Licensed Purpose set forth in Exhibit A. EXCEPT AS OTHERWISE AUTHORIZED IN THIS AGREEMENT, NEITHER MEMBERS NOR VENDOR SHALL SELL, LEASE, TRANSMIT, DISTRIBUTE, DECOMPILE, MODIFY, ALTER, CREATE DERIVATIVES OF, OR IN ANY MANNER COMMERCIALY EXPLOIT ANY INFORMATION OBTAINED THROUGH ACCESS TO THE LICENSED CONTENT OR PARTICIPATE IN OR ALLOW SUCH EXPLOITATION BY ANY PERSON EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF MCBR MLS.
- 3. Access.** Access to the Licensed Content shall be available to Vendor via RETS or application programming interface (API) through MCBR MLS’s third-party MLS system provider within five (5) business days of the Effective Date. MCBR MLS reserves the right to change the method and platform by which the Licensed Content is delivered to Vendor at any time upon thirty (30) days’ prior written notice. MCBR MLS is not responsible for unavailability or delays in transmission of the Licensed Content attributable to its third-party MLS system provider, technical failures, or intentional downtime for maintenance.
- 4. Fees.** (a) Vendor shall pay a one-time setup fee in the amount set forth in MCBR MLS’s Schedule of Fees, incorporated into this Agreement by reference. (b) If Vendor elects to receive access to the Licensed Content via API, as described in Section 3, Vendor shall pay MCBR MLS’s then-current monthly subscription fee each month throughout the Term. Access via RETS shall be made available to Vendor at no charge. (c) Vendor and Members shall be responsible for and agree to pay any other fees applicable to the licenses granted in this Agreement as set forth in the MCBR MLS Schedule of Fees. (d) All fees shall be payable upon receipt of invoice, unless otherwise stated in the invoice. MCBR MLS reserves the right to increase the fees set forth on the Schedule of Fees or implement new fees at any time throughout the Term upon thirty (30) days’ prior written notice. Vendor shall be responsible for and will be charged for any overdue account collection expenses including, but not limited to, agent fees, attorney’s fees, court costs and other associated expenses. MCBR MLS reserves the right to disable or suspend access to the Licensed Content if any fees remain unpaid until Vendor brings its account current.

- 5. Set-Up Costs.** Members and Vendor shall provide their own hardware, software and bear their own programming, technology, and methodology expenses, if any, relating to use of the Licensed Content for the Licensed Purpose and shall provide for all telecommunication needs in order to facilitate the accessibility of the Licensed Content. Vendor is responsible for any fees assessed by MCBR MLS's technology provider to access the Licensed Content.
- 6. Monthly Report.** Vendor shall, on or before the last day of each month commencing on the last day of the month following the Effective Date, provide to MCBR MLS a report which shall set forth the names and MLS ID numbers of the participants to whom Vendor provides services. Vendor agrees that it will at all times maintain accurate and complete records of all Vendor's MCBR MLS participant clients.
- 7. Security of Access ID and Penalties for Disclosure.** In the event MCBR MLS provides Vendor with an access ID or password, Vendor understands and agrees the Vendor's access ID and password are private, confidential, and personal and shall safeguard and maintain their confidentiality. Use by any other person or entity, including without limitation any affiliates, shall be considered as theft. Participant and Vendor shall be jointly and severally liable for any consequences that may result from unauthorized disclosure of Vendor's access ID or password, whether intentional, negligent, or inadvertent, including but not limited to immediate termination of this Agreement and liability for damages.
- 8. Security Measures.** Vendor and Members shall take all reasonable steps in accordance with industry standard security practices and the law to protect the Licensed Content from unauthorized access, use, and disclosure, including without limitation preventing hacking, scraping, or crawling of the Licensed Content. In the event of a security breach of Vendor's or Members' computerized system network servers containing Licensed Content, Vendor and/or Members shall notify MCBR MLS by confirmed email within twenty-four (24) hours of discovery. MCBR MLS reserves the right to require that Vendor implement specific security measures, provided such measures are reasonable, to prevent unauthorized access, use, or disclosure of the Licensed Content. Vendor shall implement such measures within thirty (30) days of receiving notice from MCBR MLS of the security measures at Vendor's expense.
- 9. Membership Status and Information Changes.** The parties acknowledge that if Participant no longer participates in MCBR MLS, or if Subscriber's participation in MCBR MLS or affiliation with Participant is terminated, access to the Licensed Content will be disabled and this Agreement shall terminate. If either Participant's or Subscriber's membership in MCBR MLS is suspended for any reason, the license to the Licensed Content shall be suspended until Participant's and/or Subscriber's status is returned to active. Members and Vendor agree to notify MCBR MLS within five (5) days of any change to its information set forth in this Agreement.
- 10. Term; Termination.** The term of this Agreement ("Term") shall commence on the date Vendor signs this Agreement or clicks to accept this Agreement by electronic means and shall continue until terminated by either party. This Agreement shall terminate: (a) ten (10) days after notice to a party that it has breached its obligations, if such breach remains uncured; (b) immediately upon notice, if a party has breached this Agreement and such breach is incapable of being cured or is a pattern of repeated breaches; (c) upon thirty (30) days' written notice to the other party; (d) immediately upon notice, if Vendor no longer provides services to Participant or Subscriber, or (e) immediately upon notice, in accordance with Section 9.
- 11. Effect of Termination.** Upon termination of this Agreement: (a) Vendor shall pay any outstanding fees due to MCBR MLS, if applicable, (b) Vendor shall delete all Licensed Content from its files, systems, and servers and shall disable use of the Licensed Content for the Licensed Purpose, and (c) an authorized executive of Vendor shall certify in writing to MCBR MLS within ten (10) days of termination that it has complied with the foregoing.
- 12. Ownership and Dissemination of the Licensed Content.** This Agreement is a license agreement and not an agreement of sale. Vendor and Members do not acquire any proprietary rights in or to the Licensed Content or in any data elements contained therein. MCBR MLS and its data suppliers shall remain the exclusive owners of all right, title, and interest in the Licensed Content licensed hereunder and all renewals thereof, whether existing now or in the future. All publication, dissemination, and other rights to the Licensed Content licensed hereunder are reserved for MCBR MLS in all translations, formats, and media throughout the world for the sole and exclusive use or any other disposition by MCBR MLS or its assignees or grantees at any time and from time to time without obligation or liability to Vendor or Members.

13. Warranty Disclaimers. MCBR MLS AND ITS DATA SUPPLIERS ARE NOT RESPONSIBLE FOR ERRORS OR OMISSIONS IN THE LICENSED CONTENT. MCBR MLS DOES NOT ATTEMPT TO INDEPENDENTLY VERIFY THE CURRENCY, COMPLETENESS, ACCURACY OR AUTHENTICITY OF THE LICENSED CONTENT. ACCESS TO AND USE OF THE LICENSED CONTENT IS PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS. NEITHER MCBR MLS NOR ANY OF ITS SUPPLIERS OR LICENSORS MAKES ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF ACCURACY, MERCHANTABILITY, NONINFRINGEMENT, TITLE, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LICENSED CONTENT. MCBR MLS DISCLAIMS ANY WARRANTIES THAT ACCESS TO THE MLS SYSTEM OR TRANSMISSION OF THE LICENSED CONTENT WILL BE UNINTERRUPTED. MCBR MLS DOES NOT WARRANT OR GUARANTEE CERTAIN RESULTS FROM USING THE LICENSED CONTENT.

14. Responsibility For Use and Limitation of Liability. Vendor and Members assume joint and several liability for all use of the Licensed Content for the Licensed Purpose, which use Vendor and Members acknowledge to be at their own risk. The data contained in the Licensed Content is sourced from public, publicly available, and third party sources. MCBR MLS’s full liability hereunder for any and all claims of damages, for any cause whatsoever, and regardless of the form of the actions, whether in contract or tort, including negligence, shall be limited to the fee paid by Vendor for access to and use of the Licensed Content during the period any events which are the basis for any such claim(s) occur. IN NO EVENT SHALL MCBR MLS OR ANY OF ITS LICENSORS OR DATA SUPPLIERS BE LIABLE FOR ANY DAMAGES RESULTING FROM MEMBERS’ OR VENDOR’S INABILITY OR FAILURE TO PERFORM PROFESSIONAL WORK, ACTIONS OR OMISSIONS OF MCBR MLS’S TECHNOLOGY PROVIDER OR OTHER THIRD PARTY, OR FOR ANY LOST PROFITS OR REVENUE, COST OF SUBSTITUTE DATA, LOSS OF USE OR ACCESS OF THE LICENSED CONTENT, OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RELATING IN WHOLE OR PART TO VENDOR’S RIGHTS UNDER THIS AGREEMENT, EVEN IF MCBR MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Confidentiality and Suspension. (a) Vendor shall use the Licensed Content only for the purposes set forth in this Agreement, and shall not make any copies, extracts, digests, summaries, or derivatives for any other purpose. Vendor shall not disclose or provide the Licensed Content, or access thereto, to any affiliates, parent organization, subsidiaries, corporate partners, consultants, shareholders, agents, third parties or any persons within its organization not having a need to know for the purposes permitted in this Agreement. Vendor agrees not to provide or otherwise make available any licensed program or material or access to the Licensed Content to any person other than Vendor’s designated authorized staff without prior written consent from MCBR MLS. (b) Vendor acknowledges that certain portions of the Licensed Content are confidential. Vendor agrees it will not disclose Licensed Content to any third party except as authorized for the Licensed Purpose. (c) Vendor will issue appropriate instructions to its authorized staff having access to the Licensed Content concerning the restrictions contained herein and shall initiate strict security measures to prevent the accidental or otherwise unauthorized use or release of the access identification to the Licensed Content, with particular respect to consumer information that is considered “sensitive”. (d) Upon Participant’s or Subscriber’s or Vendor’s violation of this paragraph, MCBR MLS may suspend or terminate this agreement upon notification by MCBR MLS.

16. Vendor/Member Warranties. In addition to any warranties set forth in an Addendum, Vendor and Members each warrant that: (a) it is authorized to enter into this Agreement, (b) use of the Licensed Content for the Licensed Purpose will not violate the proprietary or contract right of any third party, and (c) it will comply with the terms of this Agreement and all applicable law. Participant and Subscriber each warrant that they hold an active real estate license.

17. Indemnification. Vendor and Members shall indemnify and hold harmless MCBR MLS, its officers, directors, employees, and licensors from and against any and all claims, demands, liabilities, losses, demands, and actions, including reasonable attorneys’ fees and costs, arising out of or connected with any breach by Vendor or Members of any of the terms and conditions of this Agreement, including without limitation any breach of representation or warranty set forth in this Agreement, or Vendor’s or Members’ unauthorized use or display of the Licensed Content. MCBR MLS shall have the right, in its sole discretion, to control its own defense and engage its own legal counsel. MCBR MLS agrees to cooperate in the defense or settlement of any claim, at Vendor’s and/or Members’ expense.

18. **Jurisdiction.** In any dispute arising out of this Agreement, this Agreement shall be construed and governed in accordance with the laws of the State of Texas, without giving effect to conflicts of law provisions, and the parties hereby submit to the exclusive jurisdiction of the state or federal courts located within Travis County, Texas, with respect to such dispute.
19. **Assignment.** This Agreement may not be assigned by Members or Vendor without MCBR MLS's prior written consent.
20. **Injunctive Relief.** Vendor and Members hereby acknowledge that the Licensed Content has been developed and created at great time and expense and that MCBR MLS has a proprietary interest therein. Vendor and Members further acknowledge that MCBR MLS may suffer great harm if Vendor or Members misappropriate the Licensed Content or access to the Licensed Content. MCBR MLS may seek injunctive or other equitable relief against the breach or threatened breach of this Agreement in addition to any other legal remedies which may be available, and Vendor and Members waive any obligation of MCBR MLS to post a bond or other surety or security in the event MCBR MLS is successful in securing a preliminary injunction against Vendor and/or Members. Any injunctive relief awarded to MCBR MLS shall not limit any other remedies to which MCBR MLS is entitled, including without limitation the right to seek monetary damages.
21. **Force Majeure.** No party shall be responsible for delays or failures in performance resulting from acts beyond the control of such parties, including without limitation acts of God, strikes, lock-outs, riots, acts of war, epidemics, pandemics, quarantine, governmental regulation superimposed after the fact, fire, communication line failures, power failures, tornados, earthquakes, or natural disasters; provided, however, that a force majeure event shall not relieve a party of its obligation to pay amounts due under this Agreement.
22. **Compliance.** Each party agrees that it will perform its obligations hereunder in accordance with all the applicable laws, rules, and regulations now or hereafter in effect, including, but not limited to the MCBR MLS Rules and Regulations, as may be amended from time to time.
23. **Severability.** If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
24. **Amendments.** Except as otherwise stated herein, no amendment of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of all parties.
25. **Non-Waiver.** Waiver by MCBR MLS of any breach of any provision of this Agreement by Vendor or Members shall not operate or be construed as a waiver of any subsequent or other breach by Vendor or Members.
26. **Authority.** Each party has full power and authority to enter into and perform this Agreement and the persons signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
27. **Survival.** The terms of sections 11-18, 20, 23, and 26-32 shall survive termination of this Agreement.
28. **Entire Agreement.** This contract constitutes the entire agreement between the parties with respect to this subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.
29. **Independence.** Nothing contained in this Agreement, nor in the relationship created hereby, should be interpreted to evidence a joint venture, partnership, or principal/agent relationship as between the Parties. No party shall have the right or authority to act for or assume, create, or incur any obligation or liability of any kind, whether express or implied, against, in the name of, or on behalf of any other party. Each party shall be fully independent in its business operations.
30. **Notices.** Any notice required or permitted to be given hereunder shall be by confirmed email, effective only upon confirmation of receipt by the recipient, to the email address as set forth in this Agreement or in writing sent by certified

mail or overnight or two (2)-day nationally recognized courier service to Vendor, Participant, and Subscriber at their respective addresses set forth herein and to MCBR MLS at 1115 San Jacinto Blvd, Suite 200, Austin, TX 78701. Any party may update its address by giving notice to the other parties as described in this section.

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

32. Privacy. Vendor acknowledges that the Licensed Content may include personal information, as that term is defined in relevant privacy laws, of MCBR MLS participants and subscribers and/or sellers or buyers of real property, and that such personal information is only provided to Vendor for Vendor’s sole purpose of performing the Licensed Purpose. Vendor acknowledges and agrees that it is prohibited from: (a) retaining, using, or disclosing the personal information for any purpose other than the Licensed Purpose, including without limitation for any commercial purpose; (b) selling the personal information; (c) retaining, using, or disclosing the personal information outside of the direct business relationship between MCBR MLS and Vendor. Upon termination of this Agreement, Vendor shall delete any personal information it received pursuant to this Agreement. Vendor agrees to comply with all applicable privacy and data securities laws, rules, and regulations.

PARTICIPANT: _____

By: _____

(Print Name)

Title: _____

Date: _____

SUBSCRIBER: _____

By: _____

(Print Name)

Title: _____

Date: _____

VENDOR: _____

By: _____

(Print Name)

Title: _____

Date: _____

EXHIBIT A
LICENSED PURPOSE

Members and Vendor are authorized to use the Licensed Content for the following Licensed Purpose(s):

Internet Data Exchange (IDX) website and/or mobile application display.

The Licensed Content shall include all active listing information from the MCBR MLS listing content compilation available for internet display. Vendor and Members acknowledge that, in addition to the terms of this Agreement, they must comply with the terms set forth in Addendum 1, attached to this Agreement and incorporated herein.

Virtual Office Website (VOW).

The Licensed Content shall include all active listing information from the MCBR MLS listing content compilation available for internet display. Vendor and Members acknowledge that, in addition to the terms of this Agreement, they must comply with the terms set forth in Addendum 2, attached to this Agreement and incorporated herein.

Back office for the specified product.

The Licensed Content shall include all listing information from the MCBR MLS listing content compilation. Vendor and Members acknowledge that, in addition to the terms of this Agreement, they must comply with the terms set forth in Addendum 3, attached to this Agreement and incorporated herein.

ADDENDUM 1
POLICIES APPLICABLE TO INTERNET DISPLAY

- 1. Licensed Purpose.** Subject to the terms of this Agreement, Members and Vendor are authorized to use the Licensed Content in an IDX website or mobile application (each, an “**IDX Display**”) created by Vendor for Participant or Subscriber. The URL and/or mobile application name of the IDX Display is _____.
Participant shall notify MCBR MLS within one (1) business day of any changes to the URL or application name.
- 2. IDX Display.** Members understands and agrees this Agreement only licenses display of the Licensed Content on the URL and/or mobile application provided to MCBR MLS, and not on the website or mobile application of any third party, including without limitation any franchisor, parent company, subsidiary, or affiliates; provided, however, that Participant shall be permitted to use the Licensed Content on subdomains of its IDX Display for MCBR MLS subscribers in its office. Display of the Licensed Content on any other website or mobile application owned by Participant or Subscriber shall require the execution of a separate license agreement and payment of additional fees.
- 3. Copyright Notice.** Vendor shall design the IDX Display such that any report generated therefrom and any page displaying the Licensed Content shall also display the MCBR MLS logo, in the form and format provided by MCBR MLS, adjacent to the following copyright notice: “© [current year] Matagorda County Board of REALTORS®, Inc. All rights reserved. Certain information contained herein is derived from information, which is the licensed property of, and copyrighted by, Matagorda County Board of REALTORS®, Inc.” Vendor shall not use the MCBR MLS logo for any other purpose unless authorized in writing by MCBR MLS.
- 4. Disclaimer.** Vendor shall design the IDX Display such that any report generated therefrom and any page displaying the Licensed Content shall also display the following disclaimer: “*We do not attempt to independently verify the currency, completeness, accuracy or authenticity of the data contained herein. It may be subject to transcription and transmission errors. Accordingly, the data is provided on an “as is” “as available” basis only and may not reflect all real estate activity in the market. Data last updated <date/time>.*”
- 5. Rules and Regulations.** Members and Vendor shall design the IDX Display such that it complies with the MCBR MLS Rules and Regulations, including without limitation the rules applicable to public display, and other applicable MCBR MLS policies.
- 6. Supervision and Accountability.** Participant and Vendor acknowledge and agree that Vendor’s operation of the IDX Display is subject to Participant’s supervision and accountability and Participant understands that it may be held liable for the actions of Vendor in the operation of the IDX Display.
- 7. Audits.** Participant and Members acknowledge that MCBR MLS may, or may engage a third party to, audit Vendor’s and Members’ use of the Licensed Content for compliance with the terms of this Agreement without prior notice. Audit activities may include, but are not limited to, visiting and interacting with the IDX Display, testing features of the IDX Display, and acting as a consumer in contacting Participant or Subscriber through the IDX Display. MCBR MLS or its designee shall also have the right, during normal business hours and upon at least five (5) business days’ prior notice to Vendor, to audit, inspect, and review Vendor’s processes and systems to verify compliance with the terms of this Agreement. The audit shall be conducted in a manner so as to not unreasonably interfere with Vendor’s business activities. Such audit shall be at MCBR MLS’s expense, unless the audit reveals Vendor is in violation of any provision of this Agreement, in which case Vendor shall bear all costs of the audit.
- 8. Warranties.** In addition to the warranties set forth in the Agreement, Participant and Subscriber represent that Participant or Subscriber owns the IDX Display and its domain and warrants that the IDX Display will not violate the proprietary or contract right of any third party.

ADDENDUM 2
POLICIES APPLICABLE TO VIRTUAL OFFICE WEBSITES (VOWS)

1. **Licensed Purpose.** Subject to the terms of this Agreement, Participant and Vendor are authorized to use the Licensed Content for the Licensed Purpose of displaying the Licensed Content on Participant's virtual office website (VOW). The URL of Participant's VOW is _____. Participant shall notify MCBR MLS within one (1) business day of any change to the URL.

2. **VOW Display.** Participant understands and agrees this Agreement only licenses display of the Licensed Content on the URL provided to MCBR MLS, and not on the website or mobile application of any franchisor, parent company, subsidiary, or affiliates. Display of the Licensed Content on any other website or mobile application owned by Participant shall require the execution of a separate license agreement and payment of additional fees.

3. **Copyright Notice.** Vendor shall design Participant's VOW website such that any report generated therefrom and any page displaying the Licensed Content shall also display the MCBR MLS logo, in the form and format provided by MCBR MLS, adjacent to the following copyright notice: "**© [current year] Matagorda County Board of REALTORS®, Inc. All rights reserved. Certain information contained herein is derived from information, which is the licensed property of, and copyrighted by, Matagorda County Board of REALTORS®, Inc.**" Vendor shall not use the MCBR MLS logo for any other purpose unless authorized in writing by MCBR MLS.

4. **Disclaimer.** Vendor shall design Participant's VOW website such that any report generated therefrom and any page displaying the Licensed Content shall also display the following disclaimer: "***We do not attempt to independently verify the currency, completeness, accuracy or authenticity of the data contained herein. It may be subject to transcription and transmission errors. Accordingly, the data is provided on an "as is" "as available" basis only and may not reflect all real estate activity in the market. Data last updated <date/time>.***"

5. **Rules and Regulations.** Participant and Vendor shall design Participant's VOW such that it complies with the MCBR MLS Rules and Regulations, including without limitation the rules applicable to VOWs, and other applicable MCBR MLS policies.

6. **VOW Requirements.**

6.1 **Privacy Policy and Terms of Use.** Participant and Vendor agree that Participant's VOW will display a privacy policy and terms of use agreement which shall issue appropriate instructions to users of Participant's VOW ("**Registrants**").

6.2 **Registration Process for Registrants.** Participant and Vendor agree Participant's VOW will include a registration process that shall require a valid and confirmed email address from each Registrant and will use said email address to confirm Registrants' assent to the terms of use of Participant's VOW. Participant agrees it will issue to each Registrant a unique, secure username and password used to access the Licensed Content through the VOW.

6.3 **Contact Information.** Participant and Vendor agree to prominently display on Participant's VOW an email address, telephone number, or other method of communication by which Registrants may contact Participant for more information on a specific listing. Participant agrees it is willing and able to respond knowledgeably to inquiries from Registrants about listings within the market area served by Participant and displayed on Participant's VOW.

6.4 **MLS Access to Participant's VOW.** Participant shall at all times make Participant's VOW readily accessible to MCBR MLS and to all MCBR MLS participants and subscribers for purposes of verifying compliance with the MCBR MLS Rules and Regulations. Participant understands MCBR MLS may access Participant's VOW at any time without prior notice for the purpose of confirming Participant's compliance with the Rules and Regulations. In the event it is discovered Participant's VOW is not compliant, Participant and/or Vendor shall bring Participant's VOW in

compliance within five (5) days of receipt of written notice of noncompliance from MCBR MLS, unless the notice specifies a different time period. MCBR MLS reserves the right to suspend Participant's and Vendor's access to the Licensed Content if Participant's VOW is not brought into compliance within such period. Participant shall be responsible for any costs or expenses incurred in bringing its VOW into compliance.

6.5 **Audit Trail.** Participant shall maintain an audit trail of Registrants' activities on Participant's VOW and shall provide that information to MCBR MLS upon written request by MCBR MLS.

6.6 **Support for Participant's VOW.** Participant and/or Vendor shall provide technical support and/or customer support to Registrants experiencing difficulties accessing or using Participant's VOW.

7. **Supervision and Accountability.** Participant and Vendor acknowledge and agree that Vendor's operation of Participant's VOW is subject to Participant's supervision and accountability and Participant understands that it may be held liable for the actions of Vendor in the operation of its VOW.

8. **Audits.** Participant and Participant acknowledge that MCBR MLS may, or may engage a third party to, audit Vendor's and Participant's use of the Licensed Content for compliance with the terms of this Agreement without prior notice. Audit activities may include, but are not limited to, registering as a Registrant of the VOW, visiting and interacting with the VOW, and testing features of the VOW. MCBR MLS or its designee shall also have the right, during normal business hours and upon at least five (5) business days' prior notice to Vendor, to audit, inspect, and review Vendor's processes and systems to verify compliance with the terms of this Agreement. The audit shall be conducted in a manner so as to not unreasonably interfere with Vendor's business activities. Such audit shall be at MCBR MLS's expense, unless the audit reveals Vendor is in violation of any provision of this Agreement, in which case Vendor shall bear all costs of the audit.

9. **Warranties.** In addition to the warranties set forth in the Agreement, Participant represents that Participant or its licensor owns the VOW and its domain and warrants that the VOW will not violate the proprietary or contract right of any third party.

ADDENDUM 3
POLICIES APPLICABLE TO BACK OFFICE PRODUCTS

1. **Licensed Purpose.** Subject to the terms of this Agreement, Participant and Vendor are authorized to use the Licensed Content for the Licensed Purpose of integrating the Licensed Content into the back office product provided by Vendor to Participant (the “**Back Office Product**”). The Licensed Content shall only be used in the Back Office Product and not in any other product or service.
2. **No Public Display.** Participant and Vendor acknowledge they are prohibited from publishing, publicly displaying, or publicly performing the Licensed Content, including without limitation display on any website or mobile application.
3. **Rules and Regulations.** Participant and Vendor acknowledge that use of the Licensed Content in the Back Office Product shall comply with the MCBR MLS Rules and Regulations and other applicable MCBR MLS policies.
4. **Warranties.** In addition to the warranties set forth in the Agreement, Vendor represents that it owns or is authorized to provide the Back Office Product and warrants that the Back Office Product will not violate the proprietary or contract right of any third party.
5. **Audits.** MCBR MLS or its designee shall have the right, during normal business hours and upon at least five (5) business days’ prior notice to Vendor, to audit, inspect, and review Vendor’s processes and systems to verify compliance with the terms of this Agreement. The audit shall be conducted in a manner so as to not unreasonably interfere with Vendor’s business activities. Such audit shall be at MCBR MLS’s expense, unless the audit reveals Vendor is in violation of any provision of this Agreement, in which case Vendor shall bear all costs of the audit.