

BeachesMLS

AVM Data Access Agreement

This AGREEMENT is made and entered into by BeachesMLS, Inc. ("MLS"), with offices at One Harvard Circle, Suite 102, West Palm Beach, FL 33409; the real estate brokerage firm identified as "Firm" on the signature page below ("Firm"); and the individual or business association identified as "Vendor" on the signature page below, if any ("Vendor").

DEFINITIONS

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

AVM: An automated valuation model or similar service using mathematical modeling combined with Licensed Data and possibly other data, provided it can fairly be characterized as a valuation of real property, and only to the extent permitted by the MLS Policies. An AVM need not include any human judgment or analysis. "AVM" includes broker price opinions (BPOs) and comparative (or comparable) market analyses (CMAs) to the extent they satisfy this definition.

Confidential Information: "Confidential Information" means information or material proprietary to a party or designated "confidential" by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all Licensed Data, except to the extent to which this Agreement and the MLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that MLS obtains from any third party that MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by MLS; (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive; and (e) any claims and evidence presented by any party in any arbitration under this Agreement. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

Data Interface: The transport protocols and data storage formats provided by MLS for use by Firm and Vendor; MLS may modify the Data Interface in its sole discretion from time to time.

Firm AVM: Use and display of portions of the Licensed Data by Firm for AVM purposes subject to the provisions of Exhibit A of this Agreement.

Firm-Related Persons: Vendor, if any, and employees of Firm who are not Salespersons or broker/managers.

MLS Data: Data relating to real estate for sale, previously sold, or listed for sale, and to MLS Participants (including text, photographs, and all other data formats now known or hereafter invented) entered into MLS's databases by MLS Participants and MLS, or on their behalf.

MLS Policies: MLS's Rules and Regulations, as amended from time to time, and any operating policies promulgated by MLS.

Licensed Data: That subset of the MLS Data Licensed for use under this Agreement, which is more fully described in Exhibit C. If no such description appears in Exhibit C, then the Licensed Data consists of those records and fields typically provided by MLS for use by other licensees of the MLS Data, which MLS may modify in its sole discretion from time to time.

Participant: This term has the meaning given to it in the MLS Policies. For purposes of this Agreement, "Participant" does not apply to participants of MLSs other than MLS.

MLS'S OBLIGATIONS

2. MLS grants to Firm a terminable, non-transferable, non-exclusive, revocable, world-wide license to make copies of, display, perform, and make derivative works of the Licensed Data for the purpose of Firm AVM, and the right to sublicense the same to Vendor, during the term of this Agreement, only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement and MLS Policies; any other use of the Licensed Data is hereby prohibited. Firm may sublicense its rights to Vendor, but not the right to sublicense, only so Vendor may provide services on behalf of Firm to exercise the Firm's license only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement and the MLS Policies; any other use of the MLS Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. MLS retains all rights not expressly granted herein.

3. MLS agrees to provide to Firm and Vendor, during the term of this Agreement, (a) access to the Licensed Data via the Data Interface under the same terms and conditions MLS offers to other MLS Participants; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the MLS Policies to the extent they are applicable or related to Firm AVM. MLS does not undertake to provide technical support for the Data Interface or the Licensed Data. The Data Interface, together with access to the Licensed Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or Licensed Data shall not constitute a default by MLS under this Agreement. MLS may use a third party contractor, determined in MLS's sole discretion, to facilitate the data access and any other responsibilities or rights of MLS under this Agreement.

FIRM'S OBLIGATIONS

4. Firm shall comply with the MLS Policies at all times. In the event of any perceived conflict between the MLS Policies and this Agreement, the MLS Policies shall govern. Additionally, Firm shall comply with all applicable laws, statutes, ordinances and regulations in performance of their respective obligations under this Agreement.

5. Firm shall use the Licensed Data obtained under this Agreement for Firm AVM use only. Any other use is strictly prohibited. Firm shall not make the Licensed Data or the Confidential Information available to any third party, including without limitation affiliates, franchisors, and subsidiaries, unless expressly authorized to do so under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

6. Firm acknowledges that ownership and use rights relating to copyrights in the Licensed Data are defined in the MLS Policies or in the terms of the participant and subscriber agreements between MLS Firm, or both. Firm shall not challenge or take any action inconsistent with MLS's ownership of or rights in the Licensed Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7. If MLS notifies Firm of a breach of the MLS Policies or this Agreement and Firm does not immediately cure the breach, Firm shall hold Vendor harmless from any liability arising from Vendor's cooperation with MLS under Paragraph 10.

8. Firm shall pay the fees, if any, that MLS or its shareholder associations/MLSs) customarily charges other MLS Participants for data access. Firm acknowledges receipt of MLS's current schedule of such fees,

included in Exhibit B. MLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Firm. Firm shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

9. Firm is surety for Vendor's obligations under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

VENDOR'S OBLIGATIONS

10. Vendor shall immediately correct any breach of this Agreement or violation of the MLS Policies within its control, whether committed by Firm or Vendor, upon notice from MLS.

11. Vendor acknowledges that (as among the parties to this Agreement) Firm and MLS possess all right, title, and interest in all copyrights in the Licensed Data. Vendor shall not challenge or take any action inconsistent with MLS's and Firm's ownership of or rights in the Licensed Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. Vendor shall not make the Licensed Data or the Confidential Information available to any third party, including without limitation affiliates, franchisors, and subsidiaries, except on behalf of Firm and in a manner consistent with Firm's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the Licensed Data, whether commercial or personal. **In the event that Vendor provides services to Participants other than Firm, Vendor must enter separate contracts with MLS. Vendor must ascertain, using the Data Interface on a daily basis, that each Participant to which Vendor provides services remains an eligible Participant. Failure to comply with the provisions of this paragraph, will result in MLS terminating all of Vendor's access to the Licensed Data under this Agreement and all similar agreements.** The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

13. Vendor warrants that any effort or use of the Licensed Data will not constitute patent infringement or other intellectual property rights of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity. Additionally, Vendor shall comply with all applicable laws, statutes, ordinances and regulations in performance of its respective obligations under this Agreement.

14. Vendor represents that it currently, and through the term of this Agreement, shall use industry best practices for firewalls and other network protocols to increase the security of its systems and shall employ reasonable physical, technical, and administrative security measures to protect the Confidential Information and prevent unauthorized third-parties from accessing and using the Confidential Information. Vendor will comply fully with all applicable laws, and regulations relating to personally identifiable information ("PII") and data privacy with regards to the Confidential Information. Vendor agrees that it will monitor and test its security protocols from time to time and adjust the same as necessary. In the event a security breach of Vendor's systems or use of the Confidential Information by unauthorized third parties, Vendor shall immediately notify MLS of such breach by confirmed email or confirmed telephone call. In the event of such security breach, Vendor will (i) cooperate with MLS at Vendor's expense to prevent or stop such a security breach; (ii) comply with all applicable laws and take appropriate steps to remedy such a security breach; (iii) indemnify, hold harmless and defend MLS against any and all loss, damage, claims, liabilities, or expenses, including reasonable attorneys' fees, arising out of or relating to a third party claim or suit from breach by Vendor of its obligations described in this paragraph.

15. Vendor shall pay the fees, if any, that MLS customarily charges other vendors for data access. Vendor acknowledges receipt of MLS's current schedule of such fees, included in Exhibit B. MLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Vendor. Vendor shall be liable for all costs, including reasonable

attorney fees, associated with collecting amounts due under this Agreement.

16. Vendor is surety for Firm's obligations to pay fees under Paragraph 8. The provisions of the preceding sentence shall survive the expiration or other termination of this Agreement in perpetuity. Vendor shall notify MLS within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

AUDITS OF COMPLIANCE

17. MLS may in its reasonable discretion conduct periodic compliance reviews of Firm's and Vendor's use of the Licensed Data under this Agreement. Firm and Vendor will respond within 72 hours of any compliance inquiry by MLS. MLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm and Vendor to the extent reasonably necessary to ascertain Firm's and Vendor's compliance with this Agreement ("Audit"). MLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's and Vendor's web sites and systems to ensure that Licensed Data is displayed in accordance with the MLS Policies; using all features available to end-users of Firm's and Vendor's systems that employ the Licensed Data; and posing as consumers to register and test services Firm and Vendor make available to consumers using the Licensed Data. MLS shall pay the costs it incurs, and the out-of-pocket costs Firm and Vendor incur, as part of any Audit; provided, however, Firm shall be liable for all costs of any Audit that discloses that Firm or Vendor has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

CONFIDENTIAL INFORMATION

18. The parties shall protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if such disclosure is required by law or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

TERM AND TERMINATION

19. The term of this Agreement begins on the date that MLS signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Firm's privileges as a Participant in MLS; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) immediately upon Firm's notice to a Vendor that Vendor is no longer designated to provide Firm AVM services to it; (g) as provided in Paragraphs 28 and 31.

20. In the event Firm's privileges as a Participant (or privileges of affiliation with Firm) are terminated while this Agreement is in effect, and MLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if MLS resumes its obligations under Paragraphs 2 and 3. In the event Firm or Vendor breaches this Agreement and entitles MLS to terminate under Paragraph 18, MLS may in its sole discretion suspend its performance instead of terminating this Agreement. MLS may make this election by notice to the other parties within three days

after the initiation of the suspension. Firm's and Vendor's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Firm and Vendor shall make no further use of the Licensed Data or any derivative works based on it (except the portions of it relating to Firm's own listings) until and unless Firm's or rights under this Agreement are restored.

GENERAL PROVISIONS

21. **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida, without regard to its conflicts and choice of law provisions.

22. **Survival of Obligations.** The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity. Other provisions shall survive according to their terms.

23. **MLS's Remedies.** (a) Injunctive relief: Because of the unique nature of the Licensed Data and Confidential Information, Firm and Vendor acknowledge and agree that MLS would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate MLS for a breach. MLS is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm or Vendor, or any one of them, without showing or proving any actual damages sustained by MLS, and without posting any bond. (b) Liquidated damages: Firm and Vendor acknowledge that damages suffered by MLS from access to the Licensed Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the Licensed Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to MLS to enter into this Agreement, Firm and Vendor agree that in the event Firm, Firm-Related Persons, or Vendor, or its employees, agents, or contractors, disclose any password to access the Licensed Data or disclose the Licensed Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm and Vendor shall be liable to MLS for liquidated damages in the amount of \$15,000 for each such disclosure and termination of this Agreement. Liability of Firm and Vendor under this paragraph is joint and several.

24. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL MLS BE LIABLE TO FIRM OR VENDOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL MLS BE LIABLE TO FIRM OR VENDOR FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM AND VENDOR HAVE PAID MLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. FIRM AND VENDOR ACKNOWLEDGE THAT MLS PROVIDES THE LICENSED DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY. MLS SHALL NOT BE LIABLE TO FIRM OR VENDOR FOR ANY CLAIM ARISING FROM INACCURACIES IN THE LICENSED DATA, ANY FAILURE TO UPDATE THE LICENSED DATA PROMPTLY, OR THE LICENSED DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. MLS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.**

25. **Dispute resolution; Attorney's fees.** In the event MLS claims that Firm or Vendor has violated the MLS Policies, MLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the MLS Policies, provided MLS does not also base a claim that Firm or Vendor has breached this Agreement on the same facts. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts

of the State of Florida located in Broward County or the federal court of the United States situated therein, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to MLS's disciplinary procedures. Non-binding mediation in good faith is a condition precedent to asserting any claim, whether in arbitration or the courts, under this Agreement, except that this condition shall not prevent MLS from exercising any of its rights under Section 23. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

26. **Indemnification.** Subject to Paragraph 24, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the Indemnified Parties), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. Vendor indemnifies MLS, Firm or customers of MLS, Firm, or to whom Vendor provides a product or service using Licensed Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim of patent infringement. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

27. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein 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 other transmission.

28. **No Waiver.** No waiver or modification 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 or to have agreed to a modification.

29. **No Assignment.** Firm and Vendor may not assign or otherwise transfer any of its respective rights or obligations under this Agreement to any other party. Any purported assignment or delegation by Firm or Vendor in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

30. **Entire Agreement; Amendment.** Subject to MLS Policies, 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. In the event of any dispute regarding the interpretation of the terms of this Agreement, it shall not be construed for or against any party on the grounds that the Agreement was prepared by any one of the parties. MLS may amend this agreement by providing 30 days' advance notice of the amendment to all other parties; if any party continues to use the Data Interface or the Licensed Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

31. **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 or have any authority to make any agreements or representations on the behalf of MLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

32. **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. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

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BeachesMLS AVM Data Access Agreement

Under this Agreement, **FIRM IS PERMITTED TO WORK ONLY WITH THE VENDOR NAMED HERE.** If Firm chooses to engage a different Vendor or additional Vendors, Firm must enter into a new version of this Agreement with MLS and each such Vendor. Under this Agreement, **VENDOR IS PERMITTED TO WORK ONLY WITH THE FIRM NAMED HERE.** Vendor may not use data obtained under this Agreement to provide any services to Participants other than Firm.

If Firm will perform its own technical work and there is no Vendor party to this Agreement, Firm should cross out the Vendor signature box.

<p>MLS: BeachesMLS</p> <p>_____ Signature</p> <p>_____ Name</p> <p>Date: _____ (effective date of this Agreement)</p> <p>Contact for notices and operations matters</p> <p>Name: _____ Phone: _____ Email: _____</p>	<p>VENDOR</p> <p>_____ Vendor name</p> <p>_____ Signature of owner or officer</p> <p>_____ Name of owner or officer</p> <p>Contact for notices and operations matters</p> <p>Name: _____ Phone: _____ Email: _____ Mailing: _____ _____</p>
<p>FIRM</p> <p>_____ Firm name</p> <p>_____ Signature of owner or officer</p> <p>_____ Name of owner or officer</p> <p>Contact for notices and operations matters</p> <p>Name: _____ Phone: _____ Email: _____ Mailing: _____</p> <p>_____ Second or Third Level Domain where Firm AVM provided to consumers: _____</p>	

BeachesMLS

AVM Data Access Agreement

Exhibit A – Firm AVM Data Use Requirements

This Exhibit governs any use of the Licensed Data licensed under this Agreement for use in AVMs.

A.1. Firm may provide Firm AVM services to Registrants with whom Firm establishes a broker-customer or broker-client relationship, if such a relationship is required and defined by state law; including completion of all actions required by state law in connection with providing real estate brokerage services to Registrants. Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements necessary for performing AVM services, and Vendor may facilitate such actions where permitted by state law. Where state law does not require the establishment of a broker-customer or broker-client relationship for providing Firm AVM services, the transaction must still occur between the Firm and Registrant, but may be facilitated by Vendor.

A.2. Registrants may include financial institutions, mortgage lenders, mortgage bankers, mortgage brokers, mortgage loan servicers, title or mortgage insurers, insurers of payments owed to owners of mortgage backed securities, Government Sponsored Entities (GSEs), or such other businesses or institutions having an interest in automated reports on property AVM or market conditions.

A.3. Firm, or Vendor on behalf of Firm where permitted by state law, must obtain the name of and a valid e-mail address for each Registrant that is an individual and the name of and a valid email address for each authorized user if the Registrant is an entity. Each Registrant must agree to the terms of use described in Section A.4 of this Exhibit or substantially similar terms of use. Firm must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use. Firm may utilize Vendor's technology platform to facilitate and fulfill its obligations under Sections A.3, and A.4, and A.5.

A.4. Firm, or Vendor on behalf of Firm where permitted by state law, shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms-of-use agreement or other form of written contract that provides at least the following:

A.4.1: that Registrant acknowledges entering into a lawful consumer-broker relationship with Firm, if such a relationship is required by state law, or that Registrant acknowledges purchasing the Firm AVM from Firm, if a consumer-broker relationship is not required by state law.

A.4.2: that all information obtained by Registrant from Firm AVM is intended only for Registrant's business purposes related to (1) mortgage loan foreclosure or default risk assessment, or the review of the quality or accuracy of real estate appraisals or other AVMs (2) use in evaluating or engaging in a potential financing or other transaction relating to the subject property, (3) distribution to an actual or potential borrower of funds the repayment of which is secured by a mortgage lien on the subject property, or to the borrower's financial or legal advisors, (4) the purchase or sale of mortgage servicing rights, (5) the purchase or sale of performing, re-performing or non-performing loans, or (6) the purchase, sale or rental of properties whether property is intended to be used as a residence or for investment and whether the purchaser or seller is an individual or institution.

A.4.3: except as provided in Section A.4.2, that Firm AVMs may not be used for any other purposes, including display on publicly accessible websites, and that Registrant shall not resell Firm AVM and will not copy, redistribute, or retransmit or otherwise use any of the MLS Data provided in Firm AVM.

A.4.4: that Registrant acknowledges, as between the parties, MLS's ownership of and the validity of the MLS's copyright in the MLS Data.

A.5. The terms-of-use agreement described in Section A.4 shall also expressly authorize MLS and other Participants or their duly authorized representatives to access and review the form used by Firm for any Firm AVM for the purposes of verifying compliance with MLS Policies and monitoring use of Participants' listings by the Firm AVM. To the extent that Registrant breaches the terms-of-use agreement described in Section A.4, Firm and Vendor shall be liable to MLS as if Firm or Vendor had breached the terms-of-use agreement itself. The agreement may also include such other provisions as may be agreed to between Firm and Registrant.

A.6. Firm may utilize Vendor's technology platform and services to facilitate the fulfillment of Firm AVMs services to Registrants, subject to and as permitted by state law.

A.7. Firm's right to use MLS Data in any Firm AVM is subject to the applicable office of Firm being a Participant in MLS. In other words, an office of Firm

that is not a Participant of MLS may not use MLS Data in any AVM provided to any third party.

A.8. Firm must protect the MLS Data from misappropriation by employing reasonable efforts to monitor for and prevent scraping or other unauthorized accessing, reproduction, or use of the MLS Data and AVMs.

A.9. Firm must make a copy of any type of Firm AVM sold by Firm available to MLS for purposes of verifying compliance with this Agreement and MLS Policies.

A.10. MLS shall exclude from the Data Interface all "User Confidential Data." "User Confidential Data" consists of those portions of MLS Data that Participants are prohibited from providing to customers orally and by all other delivery mechanisms. In the event that MLS includes User Confidential Data in the Data Interface, Firm and Vendor shall ensure that it is not disclosed to Registrants or any other third party.

A.11. Firm shall maintain an audit trail of Firm's delivery to Registrant of all Firm AVMs and make that information available to MLS if MLS has reason to believe that any Registrant has caused or permitted a breach of the terms of use or comparable agreement.

A.12. Firm shall cause to be placed on any Firm AVM or terms of use a notice indicating that the MLS Data displayed on the Firm AVM is not guaranteed accurate by the MLS or other Participants.

A.13. In any display of MLS Data to any Registrant, Firm shall display the copyright notice of MLS or substantially similar. The copyright notice should take one of the following forms: "Copyright 20XX BeachesMLS, Inc." or "© 20XX BeachesMLS, Inc.". Firm shall replace "20XX" with the current year as of January 1 each year.

BeachesMLS AVM Data Access Agreement

This Exhibit contains the schedule of fees, which may be modified upon 30 days' notice to Firm.

Exhibit B – Fees and Consideration

Fees are waived if Firm will perform its own technical work and there is no Vendor party to this Agreement. If Vendor is providing services to two, or more, Participants or Subscribers of BeachesMLS, then Vendor shall pay the fees, if any, that MLS customarily charges other vendors for data access.

**BeachesMLS
AVM Data Access Agreement**

Exhibit C – Description of Licensed Data