

THIRD PARTY SERVICES AND DATA LICENSE AGREEMENT

This Third Party Services and Data License Agreement (“Agreement”) is made and entered by and between _____, a Participant Subscriber of HRIS’s Multiple Listing Service (“BROKER”), _____ (“CONTRACTOR”) and _____ (“DATA LICENSEE”). Singularly “party” and collectively “parties”.

WHEREAS, CONTRACTOR has a written agreement with BROKER to operate and maintain BROKER’s Internet website services (“Contractor Services”);

WHEREAS, in order utilize the Contractor Services, BROKER, CONTRACTOR and DATA LICENSEE desire limited access to the Multiple Listing Service and limited use of certain information contained therein;

WHEREAS, Houston Realtors Information Service, Inc. (“HRIS”) can provide access to the MLS that it owns and operates as set forth in this Agreement;

WHEREAS, BROKER, CONTRACTOR and DATA LICENSEE owe legal duties to HRIS, an intended third-party beneficiary of this Agreement, in order to access and use the MLS and only as provided in this Agreement; and

WHEREAS, CONTRACTOR is engaging the services of a DATA LICENSEE to aggregate data for the Contractor Services.

NOW, THEREFORE, for undisputed valuable and sufficient consideration, including the express covenants and terms of BROKER, CONTRACTOR and DATA LICENSEE hereinafter, the parties agree as follows:

1. **MLS Data.** The parties acknowledge that the MLS offered by HRIS is a computer-based electronic information system of MLS data designed to provide, and which provides, access to current and historical information and compilations of data about residential real estate listings (the “MLS Data”).
2. **Exclusive Rights.** The parties agree that only HRIS possesses the exclusive, non-transferable right and license to operate, administer, and manage the ordinary and customary day-to-day operations, activities and services of the MLS, including but not limited to, the MLS Data.
3. **Ownership of MLS Data.** The parties recognize that HRIS owns and claims all rights, titles, and interests (including but not limited to rights of copyright) in and to the MLS Data, the selection and arrangement of each and every item of information and data, and each and every compilation of information and data, which is at present and which shall be at any time and from time-to-time hereafter a part of the MLS Data; and access thereto and use thereof is strictly limited and regulated by the Rules and Regulations – Multiple Listing Service of HRIS (“MLS Rules”).
4. **Access and Use of MLS Data.** In conjunction with BROKER and its agreement with CONTRACTOR to provide Contractor Services to Broker, HRIS will grant permission to CONTRACTOR and DATA LICENSEE to access MLS Data solely for the Contractor Services of displaying MLS Data on BROKER’S website, BROKER’s public mobile application or similar application(s) of BROKER. Such access to the MLS Data by CONTRACTOR and DATA LICENSEE is only permissible if DATA LICENSEE, the party accessing and aggregating the MLS Data, has a separate and existing data license agreement with HRIS, with said agreement hereby modified as to further use of the MLS Data as provided in this Agreement.

Select one of the following:

CONTRACTOR will operate and maintain BROKER’s website identified at the URL below

www. _____

CONTRACTOR will not operate and maintain BROKER’s website

The parties agree that the display of MLS Data on BROKER’s website shall be controlled by BROKER and clearly identify the name of BROKER under which it operates, and the mobile application is, and shall remain during the term of this Agreement, named and branded solely in the BROKER’s name. For purposes of this Agreement, “control” means the ability of BROKER to add, delete, modify and update information as required by MLS Rules.

The parties agree that the precise composition of the MLS Data may change from time to time and that changes in technical specifications and software or hardware requirements imposed by the MLS may require additional effort and may result in the occasional disruption of routine service delivery. HRIS's obligations are defined in the separate MLS Participant Subscriber License and Access Agreement ("MLS Participant Agreement") entered into between HRIS and BROKER and those obligations are not increased or expanded to include CONTRACTOR or DATA LICENSEE in any way, except as specifically provided for in this Agreement.

5. **Restrictions on Use.** During the term of this Agreement, the following restrictions apply to the MLS Data:
- a. Public display of the MLS Data shall be limited to listed properties whose status is: Active, Option Pending, Pending Continuing to Show, and Pending.
 - b. Except for dissemination by BROKER for its use as provided in the MLS Participant Agreement and in MLS Rules, any further dissemination, delivery, or distribution of the MLS Data, or any portion thereof, to any other party, website or application not identified in this Agreement by BROKER, CONTRACTOR or DATA LICENSEE is prohibited.
 - c. The MLS Data shall not be reproduced or electronically manipulated for any other purpose other than what is stated in this Agreement.
 - d. BROKER, CONTRACTOR and DATA LICENSEE shall not allow the MLS Data to be resold, licensed, made available or otherwise transferred to or accessed by any other person or entity without the written consent of HRIS with the exception being for BROKER's active listing information submitted by BROKER.
 - e. Under no circumstances shall BROKER, CONTRACTOR or DATA LICENSEE receive any form of compensation for access to or use of MLS Data by any person or entity.
 - f. No other application or use of the MLS Data other than providing Contractor Services shall be undertaken or utilized by CONTRACTOR or DATA LICENSEE.
 - g. Violation by BROKER, CONTRACTOR or DATA LICENSEE of any of the provisions in this paragraph 5 or of the MLS Participant Agreement, any MLS Rules, rules promulgated by the Texas Association of Realtors, National Association of Realtors or Texas Real Estate Commission or the failure by BROKER to make timely payment of dues or fees to such entities and agency shall allow for HRIS, at its sole discretion, to terminate this Agreement and terminate access to the MLS Data upon notice.
6. **Interface and Installation.** HRIS, at its sole discretion, may determine whether or not to provide any additional services requested by CONTRACTOR or DATA LICENSEE, including but not limited to any software interface required by CONTRACTOR or DATA LICENSEE to facilitate the Contractor Services to BROKER. CONTRACTOR or DATA LICENSEE shall pay for all programming costs, installation costs, and other expenses incurred in such interface. For purposes of resolving any technical or data related issues, CONTRACTOR or DATA LICENSEE shall designate a single individual with whom HRIS may communicate. This person shall be the Technical Contact (TC). TC shall work on all issues pertaining to MLS Data access.

TC Name: _____

TC e-mail Address: _____

TC Telephone Number: (_____) _____ - _____ x. _____

Primary IP Address: _____ . _____ . _____ . _____

Secondary IP Address: _____ . _____ . _____ . _____ (optional)

Note: IP authentication is used for data transmission, so the CPU used to retrieve MLS Data must have an authorized IP address in order to process a data request.

7. **Use Reasonable.** The parties agree that the restrictions on access, use, display, and disbursal of the MLS Data as provided in this Agreement are reasonable. Any ambiguity in the terms of the Agreement, which Agreement the parties acknowledge was created by HRIS, shall not cause their interpretation to be construed against HRIS.

8. **Ownership of Data.** The parties agree that ownership and control of the MLS Data shall remain in HRIS exclusively and neither CONTRACTOR, DATA LICENSEE nor BROKER shall acquire or assert a claim to ownership of such data.

9. **Copyright Notice.** BROKER, CONTRACTOR and DATA LICENSEE shall produce and include on any page or display screen containing the MLS Data the below source of data, copyright notice and disclaimer:

Data provided by HAR.com © Copyright YYYY “All information provided should be independently verified.”

BROKER, CONTRACTOR and DATA LICENSEE acknowledge that the MLS Data is sourced from third parties and therefore may be subject to copyright infringement claims for which HRIS has no liability. Thus, BROKER, CONTRACTOR or DATA LICENSEE shall designate an agent to receive notification of claimed copyright infringement by providing contact information to the U.S. Copyright Office and posting such information and procedures for notice of a claim on BROKER’S website, in accordance with the Digital Millennium Copyright Act (“DMCA”). BROKER shall expediently respond to notifications of claimed infringement, remedy any claimed infringement and provide notice to HRIS of a claimed infringement, if needed, to resolve the alleged claim. Regarding a claimed infringement, HRIS, at its sole discretion, may remove the alleged infringing content from its MLS Data and may suspend access to MLS Data for BROKER, CONTRACTOR and DATA LICENSEE until the alleged infringing content is removed. BROKER, CONTRACTOR and DATA LICENSEE will not be entitled to reimbursement of any fees or expenses for website downtime resulting from a DMCA notification.

10. **Safeguard of Data.** CONTRACTOR and DATA LICENSEE will take all appropriate steps and precautions to safeguard and protect the access, use, and security of the MLS Data. CONTRACTOR and DATA LICENSEE shall not reconfigure, reformat, resell, transmit, download, copy, furnish, or otherwise make available the MLS Data to any person or entity other than to BROKER.

11. **Confidentiality.** CONTRACTOR and DATA LICENSEE will treat as confidential the MLS Data, keeping it private and for restricted use as provided in this Agreement. CONTRACTOR and DATA LICENSEE acknowledge that the MLS Data is proprietary property of HRIS. Nothing contained herein shall be deemed or construed to grant CONTRACTOR or DATA LICENSEE any right, title, or interest in or to the MLS Data. CONTRACTOR and DATA LICENSEE further acknowledges that the MLS Data is of substantial value to HRIS and that there exists a necessity to preserve the confidential nature of it. Accordingly, CONTRACTOR and DATA LICENSEE shall implement and maintain all necessary controls to protect and safeguard the MLS Data from and against unauthorized use.

12. **Data Services Fee.** BROKER shall pay to HRIS, or cause it to be paid, the fees and applicable sales tax as selected by BROKER below:

Please Select either “Active” Listings or “Active + Off Market” Listings

Active Listings - Access to MLS Data with status of Active, Option Pending, Pending Continuing to Show, and Pending. HRIS’ MLS Rules permit the display of “Active” listing information subject to “Internet Data Exchange” (IDX) guidelines.

Select preferred data access method below:

1. Direct Matrix RETS Server (see Note 1), or
2. CoreLogic “Trestle” RETS Server (RESO Data Dictionary Compliant - see Notes 2,5), or
3. CoreLogic “Trestle” WEB API (RESO API & Data Dictionary Compliant -see Notes 3,5), or
4. Bridge Interactive Web API (RESO API & Data Dictionary Compliant - see Note 4)

<u>Active (IDX)</u> access have the following fees:	Amount	Amount Incl. Sales Tax
Setup and Activation Fee (one time)	\$ 350	\$ 378.88
Annual Access Fee (paid yearly in advance)	\$ 500	\$ 541.25

Active + Off Market Listings - Access to MLS Data with status of Active, Option Pending, Pending Continuing to Show, Pending and **60** prior months of: Expired, Terminated and Sold. Under HRIS' MLS Rules, "Sold" listing information is subject to additional display restrictions including requirements for a "Virtual Office Website" (VOW).

Select preferred data access method below:

5. Direct Matrix RETS Server (see Note 1), or
6. CoreLogic "Trestle" RETS Server (RESO Data Dictionary Compliant - see Notes 2,5), or
7. CoreLogic "Trestle" WEB API (RESO API & Data Dictionary Compliant -see Notes 3,5), or
8. Bridge Interactive Web API (RESO API & Data Dictionary Compliant - see Note 4)

Active + Off Market Listings (VOW) access have the following fees:	Amount	Amount Incl. Sales Tax
Setup and Activation Fee (one time)	\$ 500	\$ 541.25
Annual Access Fee (paid yearly in advance)	\$ 1,200	\$ 1,299.00
_____ Additional Years of "Sold" Data	\$ 250 per year	\$ 270.63 per year

Notes:

- (1) Direct Matrix RETS Server is connected to HRIS' Matrix MLS System and contains a robust set of data fields which do not fully comply with RESO Data Dictionary standards.
 - (2) CoreLogic, Inc.'s "Trestle" RETS server is connected to a replicated database and is RESO Data Dictionary compliant with a standardized subset of MLS Data that varies in several respects from the data stored and displayed in the HRIS Matrix MLS System. CoreLogic provides this service subject to additional Terms of Services and Fees that are not set forth in this Agreement. For more information about CoreLogic's Trestle Service please visit <https://trestle.corelogic.com>
 - (3) CoreLogic, Inc.'s "Trestle" WEB API service is connected to a replicated database and provides data via a RESO compliant Web API. The Web API service is also RESO Data Dictionary compliant with a standardized subset of MLS Data that varies in several respects from the data stored and displayed in the HRIS Matrix MLS System. CoreLogic provides this service subject to additional Terms of Services and Fees that are not set forth in this Agreement. For more information about CoreLogic's Trestle Service please visit <https://trestle.corelogic.com>
 - (4) The Bridge Interactive API (formerly known as Retsly) service is connected to a replicated database and provides access to a subset of Active MLS Data that complies with the RESO Data Dictionary and Web API standards. Bridge Interactive is a subsidiary of the Zillow Group, Inc. and provides this service subject to additional Terms of Services and Fees that are not set forth in this Agreement. For more information about the Bridge Interactive API Service please visit <http://www.bridgeinteractive.com>
 - (5) The Real Estate Standards Organization (RESO) is a trade association that develops common specifications for the real estate industry. For more information about RESO, please visit <https://www.reso.org>
13. **Compliance with MLS Rules and Regulations.** CONTRACTOR, DATA LICENSEE and BROKER acknowledge receipt and review of the current MLS Rules (available for download at <http://www.har.com/mls/MLSRules.pdf>), and that CONTRACTOR, DATA LICENSEE and BROKER will comply with them, including without limitation, Section 12 – Use of Copyrighted MLS Compilations, Section 13.1 Prohibitions Against Re-commercialization of MLS Information, Section 18 Internet Data Exchange (IDX), and Section 19 Virtual Office Websites (VOW).
 14. **Activation.** Upon HRIS's receipt of the fees as provided in Section 12 hereof and a fully executed copy of this Agreement, HRIS shall issue to CONTRACTOR or DATA LICENSEE a public and private identification password to activate the applicable access to the MLS Data.
 15. **Term.** The term of this Agreement commences on the date hereof and continues for one year and shall, unless sooner terminated as provided herein, automatically renew for additional one year term(s) subject to the BROKER'S payment of the fees and sales taxes identified in Section 12 prior to the expiration of the then current term. If BROKER fails to timely remit payment to effect renewal of the term, this Agreement shall terminate upon the expiration of the then existing term, or upon a party, which includes HRIS, notifying the other parties, in writing, of its intent to terminate this Agreement at least ninety (90) days prior to the end of the initial term, or any subsequent renewal term(s).
 16. **Cooperation/Third-Party Beneficiary.** BROKER, CONTRACTOR and DATA LICENSEE agree to cooperate fully with HRIS in all matters relating to this Agreement, including access to and use of the MLS Data and compliance with the MLS Rules. The parties agree that HRIS shall be, and is hereby, a third-party beneficiary of this Agreement, and may enforce its rights received or conferred and its benefits contained in this Agreement,

including but not limited to, all rights, restrictions and conditions related to the access to and use of MLS Data.

17. **Default; Termination; Effect of Termination.** If any party fails to perform or comply with any provision of this Agreement, then it shall constitute an event of default hereunder. If the defaulting party or parties fails to remedy the default within fifteen (15) days after receipt of notice of such default, then any non-defaulting party, shall have the right, at its sole option and upon written notice to the defaulting party or parties and other non-defaulting party (if applicable), to terminate this Agreement. The parties grant HRIS the right to terminate this Agreement and to terminate access to MLS Data, at its sole discretion, upon ten (10) days' notice to the parties. CONTRACTOR and DATA LICENSEE agree that immediately upon termination it shall cease any and all use of the MLS Data, and that HRIS's obligations, if any, under this Agreement shall cease. Upon termination, CONTRACTOR and DATA LICENSEE shall delete or destroy any copies, whether tangible or electronic, of the MLS Data received.
18. **Maintenance.** CONTRACTOR or DATA LICENSEE's inability to access, retrieve or download MLS Data during periods of maintenance or otherwise shall not be deemed an event of default.
19. **NO WARRANTIES.** ANY AND ALL SERVICES PROVIDED BY HRIS, INCLUDING, BUT NOT LIMITED TO, THE MLS, ARE ON AN "AS AVAILABLE," "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HRIS, ITS PARENT COMPANY, AFFILIATES, AND THIRD-PARTY SOFTWARE PROVIDERS DISCLAIM ALL WARRANTIES WITH RESPECT TO MLS DATA, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUITE ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. HRIS DOES NOT WARRANT THAT MLS DATA WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE MLS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE MLS OR MLS DATA WILL BE CORRECTED. THE PARTIES ACKNOWLEDGE THAT HRIS MAKES NO REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OR RELIABILITY OF THE MLS OR THE ACCURACY OR COMPLETENESS OF MLS DATA. FURTHER, HRIS DOES NOT WARRANT THAT MLS DATA IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HRIS SHALL CREATE A HRIS WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF HRIS'S OBLIGATIONS HEREUNDER, IF ANY. THIS PARAGRAPH 19 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
20. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HRIS, ITS PARENT COMPANY, AFFILIATES OR THIRD-PARTY SOFTWARE PROVIDERS BE LIABLE TO BROKER, CONTRACTOR OR DATA LICENSEE FOR ANY DAMAGES WHATSOEVER INCLUDING WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, INFRINGEMENT OR CYBER ATTACK ARISING OUT OF THE USE OR INABILITY TO USE THE MLS AND ANY OF THE MLS DATA, EVEN IF HRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, HRIS'S ENTIRE RESPONSIBILITY FOR DAMAGES TO BROKER, CONTRACTOR AND DATA LICENSEE UNDER OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY OR FOR BROKER AS PROVIDED IN SECTION 12 FOR THE YEAR IN WHICH THE INCIDENT(S) OCCURS. THIS PARAGRAPH 20 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
21. **Indemnity.** BROKER, CONTRACTOR AND DATA LICENSEE AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY HRIS AND ITS AFFILIATED ENTITIES, PARENT COMPANY, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, SUCCESSORS AND ASSIGNS (collectively "INDEMNITEES") OF AND FROM ANY CLAIMS, DEMANDS, LAWSUITS AND DAMAGES OF ANY KIND (INCLUDING ATTORNEYS' FEES) INCURRED BY INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR SERVICES OR MLS DATA OR SERVICES RELATED TO THIS AGREEMENT. THIS PARAGRAPH 21 SHALL SURVIVE TERMINATION OF THIS AGREEMENT
22. **Force Majeure.** HRIS shall have no liability for any delays, errors, failures to perform, interruptions or disruptions of services, including, but not limited to, MLS Data or Contractor Services, and any resulting damages, caused by any acts of God, viruses, quarantine, strikes, lockouts, riots, acts of war, terrorism, changes in law or regulations, fire, flood, earthquake, storm, power failure or failures of the Internet.
23. **Insurance Clause for Cyber-liability Insurance.** BROKER, CONTRACTOR and DATA LICENSEE agree to purchase and maintain throughout the term of this Agreement a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering

liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering its services under this Agreement or in connection with the MLS Data and in relation to claims for violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation ,unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;

24. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing or printable and effective when hand delivered, delivered by courier, certified mailed upon deposit and with a copy sent by email to:

BROKER at:

Street: _____ City, ST

ZIP: _____ Email

Address: _____

Phone: (_____) _____ - _____

CONTRACTOR at:

Street: _____

City, ST ZIP: _____

Email Address: _____

Phone: (_____) _____ - _____

DATA LICENSEE at:

Street: _____

City, ST ZIP: _____

Email Address: _____

Phone: (_____) _____ - _____

HRIS at:

3693 Southwest Freeway
Houston, Texas 77027
Phone: (713) 629-1900
sam.scott@har.com

25. **Assignment.** Neither BROKER, CONTRACTOR nor DATA LICENSEE may assign this Agreement without the express written approval of HRIS.
26. **Modifications.** Any modification of the terms of this Agreement will not be effective unless a party obtains the prior written approval of HRIS to such modification.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the state courts of Harris County, Texas shall have exclusive jurisdiction and venue over the parties for any claim related to this Agreement.
28. **Legal Advice.** The parties acknowledge having sought and received legal advice from counsel of their own choosing concerning the terms and execution of this Agreement and are not in any way relying upon HRIS and its representatives and affiliates in entering into this Agreement.

29. **No Agency, Joint Venture or Partnership.** This Agreement does not create any agency, partner or joint venture relationship of any kind between the parties, and a party shall not incur any obligations in the name of the other, nor to refer the other as a partner or as having a partnership or joint venture in conducting any activities under this Agreement.

30. **Audit.** HRIS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment of BROKER, CONTRACTOR and DATA LICENSEE to the extent reasonably necessary to ascertain Each party's compliance with this Agreement ("Audit"). HRIS may, upon three (3) days' notice conduct an Audit during normal business hours of BROKER, CONTRACTOR or DATA LICENSEE. Audit activities may include, without limitation, obtaining full access to BROKER, CONTRACTOR and DATA LICENSEE's websites (including mobile applications) and systems to ensure that MLS Data is used and displayed in accordance with this Agreement. HRIS shall have the right to conduct the Audit using all features available to end-users of BROKER, CONTRACTOR and DATA LICENSEE's systems that utilize the MLS Data; and posing as consumers to register and test services made available to consumers using the MLS Data. HRIS shall pay the costs of the Audit but shall not be liable for any out-of-pocket costs that BROKER, CONTRACTOR or DATA LICENSEE incur as part of or in connection with any Audit. This Paragraph 30 shall survive the expiration or other termination of this Agreement for one year.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to evidence their agreement on this the _____ day of _____, 202__.

BROKER:

By: _____

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

DATA LICENSEE:

By: _____

Name: _____

Title: _____