

BROKER DATA ACCESS AUTHORIZATION AGREEMENT
(the "Agreement")

BETWEEN _____ ("BROKER"),

Broker's *HRIS* Public ID: _____ Primary Office ID: _____

AND _____ ("VENDOR"),

RECITALS:

WHEREAS, the undersigned principal, partner, corporate officer or branch manager is authorized to act on behalf of BROKER who is a Participant Subscriber of the proprietary Multiple Listing Service ("MLS") owned by Houston Realtors Information Service, Inc. ("HRIS"); and

WHEREAS, BROKER desires to have its VENDOR access the MLS Data, specifically the listing data BROKER has entered into the MLS.

NOW, THEREFORE, for valuable consideration, including the mutual covenants and representations of the BROKER and VENDOR herein it is agreed as follows:

1. **BROKER'S Data**. The parties acknowledge that the "MLS Services" offered by HRIS are a computer-based electronic information system containing compilation and arrangement of residential property data, "MLS Data". "BROKER'S Data" is the compilation of current and historical residential data arranged from listed properties in the MLS Data originally entered into the MLS by BROKER or its employees or agents.

BROKER'S Data shall be delivered in a data feed comprised of the following groups of MLS Data as directed by BROKER (Please check the boxes to specify):

- a. Broker's Active Listing Data where Listing Status = Active, Option Pending, Pending Continuing to Show, Pending and Incomplete
- b. Broker's Off-Market Listing Data for the prior 366 days where Listing Status = Sold, Terminated, Withdrawn and Expired
- c. Broker's Off-Market Listing Data "Deep History" dating back to ___/___/___ (mm/dd/yyyy) where Listing Status = Sold, Terminated, Withdrawn and Expired
- d. Listing Data where Broker's firm represented the buyer in the prior 366 days where Listing Status = Sold

Under HRIS' MLS Rules, "Sold" listing information is subject to additional display restrictions including requirements for a "Virtual Office Website" (VOW).

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 of the MLS Services.
3. **Rights to MLS Data**. The parties recognize that HRIS claims certain rights, title, and interests (including but not limited to rights of copyright) in and to the MLS Data based on 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 Services and MLS Data; and access thereto and use thereof is strictly limited and regulated by the MLS Rules.
4. **Access to BROKER'S Data**. With consent from HRIS, BROKER hereby grants permission to VENDOR to access MLS Services for the sole purpose of retrieving BROKER'S Data utilizing any of the software routinely made available by HRIS.

The parties agree that the precise composition of BROKER'S 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.

5. **Restrictions on Use.** During the term of this Agreement, the parties agree that public display of BROKER’S Data shall be limited to listed properties whose status is: Active, Option Pending, Pending Continuing to Show, and Pending.
6. **Interface and Installation.** HRIS, at its sole discretion, may determine whether or not to provide any additional services requested by VENDOR, including but not limited to any software interface required by VENDOR to facilitate BROKER. VENDOR shall pay for all programming costs, installation costs, and other expenses involved in such interface. For purposes of resolving any technical or data related issues, VENDOR shall designate a single individual with whom HRIS may communicate. This person shall be the VENDOR Technical Contact (VTC). HRIS will work with VTC on all issues pertaining to MLS Services.

VTC Name: _____

VTC e-mail Address: _____

VTC 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 disbursement of the MLS Data as provided in this Agreement are reasonable. Any ambiguity found for the terms of this Agreement shall not cause their interpretation to be construed against HRIS.

8. **Copyright Notice.** BROKER and VENDOR shall produce and include on any page or display screen containing the MLS Data the applicable copyright notice of HRIS’s copyright in and to the MLS Data, including any modification, adaptations or conversions. Furthermore, each page or display screen shall state that the information comprising the MLS Data is the property of HRIS using the following language:

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

BROKER and VENDOR 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 and VENDOR 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 or may suspend MLS Services to BROKER and VENDOR until the alleged infringing content is removed. BROKER and VENDOR will not be entitled to reimbursement of any fees or expenses for website downtime resulting from a DMCA notification.

9. **Safeguard of Data.** VENDOR will take all appropriate steps and precautions to safeguard and protect the access, use, and security of the BROKER’S Data. VENDOR will not reconfigure, reformat, resell, transmit, download, copy, furnish, or otherwise make available the BROKER’S Data to any person or entity other than the parties without the written permission of the BROKER.
10. **Confidentiality.** VENDOR will treat as confidential the MLS Data, keeping it private and for restricted use as provided in this Agreement, and VENDOR acknowledges that the MLS Data is proprietary property of HRIS. Nothing contained herein shall be deemed or construed to grant VENDOR any right, title, or interest in or to the MLS Data. VENDOR further acknowledge that the MLS Data is of substantial value to HRIS and that there exists a necessity to preserve the confidential nature of it. Accordingly, VENDOR shall implement and maintain all necessary controls to protect and safeguard the MLS Data from and against unauthorized use.

11. **Data Services Fee.** BROKER shall pay to HRIS the fees and applicable sales tax as selected by BROKER below:

Designate the data feed associated with this access Agreement as either primary or secondary:

- Primary BROKER’S Data feed, previously established BROKER Data feeds shall be terminated and may be reauthorized as Secondary feeds,
- Secondary BROKER’S Data feed

<u>Active + Off Market Listings (VOW)</u> access have the following fees:	Amount	Amount Incl. Sales Tax
Primary BROKER’S Data Feed	\$ 0	\$ 0
Additional Secondary BROKER’S Data Feeds	\$25 each	\$ 27.06

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)

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 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>

12. **Compliance with MLS Rules and Regulations.** VENDOR and BROKER acknowledge receipt and review of the current MLS Rules (available for download at <http://www.har.com/mls/MLSRules.pdf>), and that VENDOR and BROKER will comply with them, including without limitation, Section 20, the restriction placed upon confirmed sales prices, particularly in instances where BROKER was not the sellers representative. Violation by BROKER or VENDOR 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 termination of this Agreement and of termination of access to the MLS Services by HRIS.

13. **Activation.** Upon HRIS’s receipt of the fees as provided in Section 11 hereof and a fully executed copy of this Agreement, HRIS shall issue to VENDOR a public and private identification password to activate VENDOR’s access to the MLS Services. These account credentials will be subject to periodic reset requirements as may be determined by HRIS.

14. **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 11 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 either party notifying the other, 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).
15. **Cooperation/Third-Party Beneficiary.** VENDOR agrees to cooperate fully with the staff of HRIS and Houston Association of Realtors, Inc., as needed, in all matters relating to this Agreement, including VENDOR'S access to the BROKER'S 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.
16. **Default; Termination; Effect of Termination.** If BROKER or VENDOR fail to perform or comply with any provision of this Agreement, then it shall constitute an event of default hereunder. If the defaulting party fails to remedy the default within fifteen (15) days after receipt of notice of such default, then the non-defaulting party, shall have the right, at its sole option and upon written notice to the defaulting party to terminate this Agreement. BROKER may terminate this Agreement at any time by delivering written notice to HRIS of their desire to terminate VENDOR's access to the BROKER'S Data. VENDOR agrees that immediately upon termination it shall cease any and all use of the BROKER'S Data, and that HRIS's obligations, if any, under this Agreement shall cease. Upon termination, VENDOR shall delete or destroy any copies, whether tangible or electronic, of the MLS Data received. The parties grant HRIS the right to terminate this Agreement and access to MLS Services, at its sole discretion, upon ten (10) days' notice to the parties. VENDOR agrees 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, VENDOR shall delete or destroy any copies, whether tangible or electronic, of the MLS Data received.
17. **Maintenance.** VENDOR'S inability to access, retrieve or download MLS Data during periods of maintenance or otherwise shall not be deemed an event of default.
18. **NO WARRANTIES.** ANY AND ALL SERVICES PROVIDED BY HRIS, INCLUDING, BUT NOT LIMITED TO, MLS SERVICES, 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 SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON- INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. HRIS DOES NOT WARRANT THAT MLS SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF MLS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN MLS SERVICES 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 MLS SERVICES OR THE ACCURACY OR COMPLETENESS OF MLS DATA. FURTHER, HRIS DOES NOT WARRANT THAT MLS SERVICES ARE 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 18 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
19. **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 OR VENDOR 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 ANY OF MLS SERVICES OR 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 AND VENDOR UNDER OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY BROKER AS

PROVIDED IN SECTION 11 FOR THE YEAR IN WHICH THE INCIDENT(S) OCCURS. VENDOR AND BROKER AGREE THAT BROKER WILL HAVE SOLE AND COMPLETE RESPONSIBILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN BY VENDOR AND BROKER IN RELATION TO THIS AGREEMENT. THIS PARAGRAPH 19 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

- 20. Indemnity.** BROKER AND VENDOR AGREE TO 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 THIRD-PARTY CLAIMS AND ALL DAMAGES OF ANY KIND (INCLUDING ATTORNEYS' FEES) INCURRED BY INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH THE USE OF MLS DATA, BROKER'S DATA OR ACCESS TO MLS SERVICES BY BROKER OR VENDOR. THIS PARAGRAPH 20 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
- 21. 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 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.
- 22. Insurance Clause for Cyber-liability Insurance.** BROKER and VENDOR 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 Services 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.
- 23. 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, emailed or sent by facsimile transmission to:

BROKER at:

Street: _____

City, ST ZIP: _____

Email Address: _____

Phone: (_____) _____ - _____

VENDOR at:

Street: _____

City, ST ZIP: _____

Email Address: _____

Phone: (_____) _____ - _____

Houston Realtors Information Service, Inc. at:

3693 Southwest Freeway

Houston, Texas 77027

Attn: Sam Scott

Email Address: sam@har.com

Phone: (713) 629-1900

- 24. **Assignment.** Neither BROKER nor VENDOR may assign this Agreement without the express written approval of HRIS.
- 25. **Modifications.** Any modification of the terms of this Agreement will not be effective unless BROKER and VENDOR obtain the prior written approval of HRIS to such modification.
- 26. **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.
- 27. **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.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to evidence their agreement on this the ____ day of _____, 2024.

BROKER:

VENDOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

----- Do Not Write Below this Line. HRIS Use Only. -----

HRIS on this the _____ day of _____, 2024, acknowledges receipt of \$ _____ from BROKER and accepts this Agreement as having been fully executed between BROKER and VENDOR.

HRIS By: _____