

North Carolina Regional MLS, LLC

Participant Data Access Agreement

This **AGREEMENT** is made and entered into by North Carolina Regional MLS, LLC ("**NCRMLS**"), with offices at 4024 Holly Shelter Rd #32, Castle Hayne, NC 28429; the real estate brokerage firm identified as "**Firm**" on the signature page below ("**Firm**"); the Associate Brokers affiliated with Firm that are identified on the signature page and in Exhibit A, if any (collectively the "**Associate Broker Party**"); and the individual or business association identified as "**Consultant**" on the signature page below, if any ("**Consultant**").

DEFINITIONS

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

Associate Broker: Any person holding a real estate license in North Carolina who is not a Participant but who is subject to a Participant's supervision under the laws of North Carolina.

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 NCRMLS Data, except to the extent to which this Agreement and the NCRMLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that NCRMLS obtains from any third party that NCRMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by NCRMLS; (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 NCRMLS for use by Firm, Associate Broker Party, and Consultant; NCRMLS may modify the Data Interface in its sole discretion from time to time.

Firm Valuation: An automated valuation model or similar service using mathematical modeling combined with NCRMLS 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 NCRMLS Policies. An valuation need not include any human judgment or analysis. "valuation" includes broker price opinions (BPOs) and comparative (or comparable) market analyses (CMAs) to the extent they satisfy this definition.

: Use and display of portions of the NCRMLS Data by Firm for valuation purposes subject to the provisions of Exhibit B of this Agreement.

Firm-Related Persons: Consultant, if any, and employees of Firm who are not Associate Brokers or broker/managers.

Firm Internal Use: Any use of those portions of the NCRMLS Data relating to Firm's own listings; and any use of those portions of the NCRMLS Data relating to listings of Participants other than Firm that exposes NCRMLS Data only to Firm-Related Persons and to Associate Brokers affiliated with Firm, subject to the NCRMLS Policies.

IDX: Use and display of portions of the NCRMLS Data under the Internet Data Exchange provisions of the NCRMLS Policies.

Mobile Applications: Any displays of IDX data authorized by NCRMLS Policies and listed in Exhibit A that are not web sites. "Mobile Applications" does not include mass media display of NCRMLS Data.

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

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

Participant: This term has the meaning given to it in the NCRMLS Policies. For purposes of this Agreement, "Participant" does not apply to participants of MLSs other than NCRMLS. Where applied in this Agreement to Participants other than Firm, "Participant" also includes Associate Brokers affiliated with those Participants for whom the Participants are responsible under the laws of the State of North Carolina.

Second Level Domain: "Second Level Domain" has the meaning given to it in this paragraph. "**URL**" means a web address, including the "http://" and any material appearing after a slash in the address. "**Domain Name**" means a URL, less the "http://" and any material appearing to the right of the next slash ("/") in the address. (So for example, in the URL "Http://janesmith.abcrealty.com/homepage.html", the Domain Name is "JANESMITH.ABCREALTY.COM".) "**Top Level Domain**" means the portion of the Domain Name to the right of the right-most period. (In the example, "COM".) "**Second Level Domain**" means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top Level Domain. (In the example, "ABCREALTY.COM".) "**Third Level Domain**" means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any, plus the Second Level Domain. (In the example, "JANESMITH.ABCREALTY.COM".)

Valuation: An automated valuation model or similar service using mathematical modeling combined with NCRMLS 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 NCRMLS Policies. An valuation need not include any human judgment or analysis. "valuation" includes broker price opinions (BPOs) and comparative (or comparable) market analyses (CMAs) to the extent they satisfy this definition.

VOW: Use and display of portions of the NCRMLS Data under the Virtual Office Website (VOW) provisions of the NCRMLS Policies.

NCRMLS'S OBLIGATIONS

2. NCRMLS grants to Firm and Associate Broker Party a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the NCRMLS Data, 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; any other use of the NCRMLS 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. NCRMLS retains all rights not expressly granted herein.

3. NCRMLS agrees to provide to Firm, Associate Broker Party, and Consultant, during the term of this Agreement, (a) access to the NCRMLS Data via the Data Interface under the same terms and conditions NCRMLS offers to other NCRMLS Participants; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the NCRMLS Policies. NCRMLS does not undertake to provide technical support for the Data Interface or the NCRMLS Data. The Data Interface, together with access to the NCRMLS 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 NCRMLS Data shall not constitute a default by NCRMLS under this Agreement.

FIRM'S OBLIGATIONS

4. Firm and Associate Broker Party shall comply with the NCRMLS Policies at all times. In the event of any perceived conflict between the NCRMLS Policies and this Agreement, the NCRMLS Policies shall govern.

5. Firm and Associate Broker Party shall use the NCRMLS Data obtained under this Agreement for Firm Internal Use, IDX, VOW, and Firm valuation use only. Associate Broker Party shall use the NCRMLS Data obtained under this Agreement for VOW use only. Any other use is strictly prohibited. Firm and Associate Broker Party shall not make the NCRMLS Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Firm and Associate Broker Party may display the NCRMLS Data on web sites and Mobile Applications only to the extent permitted by the NCRMLS Policies and then only on a site or sites resident at the second-level and third-level domain(s) and Mobile Applications indicated on the signature page and in Exhibit A of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

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

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

8. Firm and Associate Broker Party shall pay the fees, if any, that its Member Association customarily charges other Member Association Participants for data access. Firm and Associate Broker Party acknowledge receipt of its Member Association's current schedule of such fees, if any. The Member Association may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Firm and Associate Broker Party. Firm and Associate Broker Party shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

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

CONSULTANT'S OBLIGATIONS

10. Consultant shall immediately correct any breach of this Agreement or violation of the NCRMLS Policies within its control, whether committed by Firm, Associate Broker Party, or Consultant, upon notice from NCRMLS.

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

12. Consultant shall not make the NCRMLS Data or the Confidential Information available to any third party, except on behalf of Firm and Associate Broker Party and in a manner consistent with Firm's and Associate Broker Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the NCRMLS Data, whether commercial or personal. **In the event that Consultant provides services to Participants other than Firm (or to Associate Brokers affiliated with Firm other than the Associate Broker Party), Consultant must enter separate contracts with NCRMLS. Consultant must ascertain, using the Data Interface on a daily basis, that each Participant to which Consultant provides services remains an eligible Participant; and in the case of Associate Brokers,**

that each Associate Broker Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in NCRMLS terminating all of Consultant's access to the NCRMLS 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. Consultant warrants that any effort or use of the NCRMLS Data will not constitute patent infringement of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

14. Consultant shall pay the fees, if any, that NCRMLS customarily charges other consultants for data access. Consultant acknowledges receipt of NCRMLS's current schedule of such fees, if any. NCRMLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Consultant. Consultant shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

15. Consultant is surety for Firm's and Associate Broker Party'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. Consultant shall notify NCRMLS 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

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

CONFIDENTIAL INFORMATION

17. 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

18. The term of this Agreement begins on the date that NCRMLS's Member Association 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 NCRMLS; (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 Consultant that Consultant is no longer designated to provide IDX, VOW, or Valuation services to it; (f) with regard to any Associate Broker Party, immediately upon any event that results in the Associate Broker Party no longer being affiliated with Firm; (g) as provided in Paragraphs 28 and 31.

19. In the event Firm's privileges as a Participant (or Associate Broker Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and NCRMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if NCRMLS resumes its obligations under Paragraphs 2 and 3. In the event Firm, Associate Broker Party, or Consultant breaches this Agreement and entitles NCRMLS to terminate under Paragraph 18, NCRMLS may in its sole discretion suspend its performance instead of terminating this Agreement. NCRMLS may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Associate Broker Party's, and Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Firm, Associate Broker Party, and Consultant shall make no further use of the NCRMLS 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 Associate Broker Party's rights under this Agreement are restored.

GENERAL PROVISIONS

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

21. **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.

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

23. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL NCRMLS BE LIABLE TO FIRM, ASSOCIATE BROKER PARTY, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF NCRMLS 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 NCRMLS BE LIABLE TO FIRM, ASSOCIATE BROKER PARTY, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM, ASSOCIATE BROKER PARTY, AND CONSULTANT HAVE PAID NCRMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. FIRM, ASSOCIATE BROKER PARTY, AND CONSULTANT ACKNOWLEDGE THAT NCRMLS PROVIDES THE NCRMLS 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. NCRMLS SHALL NOT BE LIABLE TO FIRM, ASSOCIATE BROKER PARTY, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE NCRMLS DATA, ANY FAILURE TO UPDATE THE NCRMLS DATA PROMPTLY, OR THE NCRMLS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. NCRMLS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.

24. **Dispute resolution; Attorney's fees.** In the event NCRMLS claims that Firm, Associate Broker Party, or Consultant has violated the NCRMLS Policies, NCRMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the NCRMLS Policies, provided NCRMLS does not also base a claim that Firm, Associate Broker Party, or Consultant has breached this Agreement on the same facts. Except as set forth in the preceding sentence, any controversy or claim to which Consultant is not a party arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of North Carolina located in Onslow 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 NCRMLS's disciplinary procedures or to arbitration. 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.

25. **Indemnification.** Subject to Paragraph 23, 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. Consultant indemnifies NCRMLS, Firm, Salesperson Party, or customers of NCRMLS, Firm, or Salesperson Party, to whom Consultant provides a product or service using NCRMLS 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.

26. **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.

27. **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.

28. **No Assignment.** No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

29. **Entire Agreement; Amendment.** Subject to NCRMLS 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. NCRMLS 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 NCRMLS Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

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

31. **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.

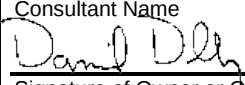
North Carolina Regional MLS, LLC

Participant Data Access Agreement

Under this Agreement, **FIRM AND ASSOCIATE BROKER PARTY ARE PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE.** If Firm or Associate Broker Party chooses to engage a different consultant or additional consultants, Firm must enter into a new version of this Agreement with NCRMLS and each such consultant. Under this Agreement, **CONSULTANT IS PERMITTED TO WORK ONLY WITH THE FIRM AND ASSOCIATE BROKER PARTY NAMED HERE.** Consultant may not use data obtained under this Agreement to provide any services to Participants other than Firm, or with Associate Brokers affiliated with Firm except the Associate Broker Party. Consultant must enter into a new version of this Agreement with NCRMLS and each additional Participant or amend this Agreement with NCRMLS to add additional Associate Brokers affiliated with Firm as Associate Broker Parties.

If Firm or Associate Broker Party will perform its own technical work and there is no Consultant party to this Agreement, Firm should cross out the Consultant signature box. If this Agreement is for services to Firm only, and there is no Associate Broker Party, Firm should cross out the Associate Broker Party signature box.

☒ **IDX** ☐ **VOW** ☐ **Firm Internal Use** ☐ **Firm Valuation**

NCRMLS PRIMARY ASSOCIATION _____ Signature _____ Name _____ Date (Effective Date of Agreement) _____ Contact for notices and operations matters Name: NCRMLS Rets Phone: 910- Email: rets@ncrmls.com	CONSULTANT Constellation Web Solutions Consultant Name _____  _____ Signature of Owner or Officer _____ Dan Dlhy Name of Owner or Officer _____ Contact for notices and operations matters Name: Dan Dlhy _____ Phone: 425-636-6910 _____ Email: brokersolutions@constellationws.com _____
FIRM Firm Name _____ Signature of Owner or Officer _____ Name of Owner or Officer _____ Website / URL (if Application is for Firm; If there is more than one, have each named and sign on Exhibit A.) _____ Contact for notices and operations matters if application is for Firm Name: _____ Phone: _____ Email: _____	ASSOCIATE BROKER PARTY Associate Broker Party Name _____ Signature of Associate Broker _____ Website / URL (If there is more than one, have each named and sign on Exhibit A.) _____ Contact for notices and operations matters Name: _____ Phone: _____ Email: _____

North Carolina Regional MLS, LLC Participant Data Access Agreement

Exhibit A – Additional Requirements

1. **Additional Domains and Mobile Applications.** In addition to the Second and Third Level Domains specified on the signature page Firm, Associate Broker Party, and Consultant may display NCRMLS Data subject to the terms of this Agreement at the following Second and Third Level Domains and Mobile Applications (attach additional pages if necessary):

2. **Additional Associate Broker Parties:** If there are two or more Associate Broker Parties, each Associate Broker Party after the first is identified by name here, and each must sign this Agreement. Each Associate Broker Party listed here consents to NCRMLS making communications and notices under this Agreement to Firm only. (Attached additional pages if necessary.)

Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature
Name	Signature

North Carolina Regional MLS, LLC Participant Data Access Agreement

Exhibit B – Firm Valuation Data Use Requirements

This Exhibit governs any use of the NCRMLS Data licensed under this Agreement for use in Firm Valuations.

B.1. Firm may provide Firm Valuation 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 Valuation services, and Consultant 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 Valuation services, the transaction must still occur between the Firm and Registrant, but may be facilitated by Consultant.

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

B.3. Firm, or Consultant on behalf of Firm where permitted by state law, must obtain the name of and a valid e-mail address for each Registrant. Each Registrant must agree to the terms of use described in Section B.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 Consultant's technology platform to facilitate and fulfill its obligations under Sections this B.3, and B.4, and B.5.

B.4. Firm, or Consultant 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 that names NCRMLS as a third party beneficiary, and provides at least the following:

B.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 Valuation from Firm, if a consumer-broker relationship is not required by state law.

B.4.2: that all information obtained by Registrant from Firm Valuation is intended only for

Registrant's business purposes related to (1) internal mortgage loan foreclosure or default risk assessment, or reviewing the quality or accuracy of real estate appraisals supporting mortgage loan originations, (2) use in evaluating 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.

B.4.3: that, except as provided in Section B.4.2, Firm Valuations may not be used for any other purposes, including display on publically accessible websites, and that Registrant shall not resell Firm Valuation and will not copy, redistribute, or retransmit or otherwise use any of the information provided in Firm Valuation.

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

B.5. The terms-of-use agreement described in Section B.4 shall also expressly authorize NCRMLS and other Participants or their duly authorized representatives to access any Firm Valuation for the purposes of verifying compliance with NCRMLS Policies and monitoring use of Participants' listings by the Firm Valuation. The agreement may also include such other provisions as may be agreed to between Firm and Registrant.

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

B.7. Firm's right to use NCRMLS Data in any Firm Valuation is subject to the applicable office of Firm being a Participant in NCRMLS. In other words, an office of Firm that is not a Participant of NCRMLS may not use NCRMLS Data in any Valuation provided to any third party.

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

B.9. Firm must make any Firm Valuation readily accessible to NCRMLS and to all NCRMLS

Participants for purposes of verifying compliance with this Agreement and NCRMLS Policies.

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

B.11. Firm shall maintain an audit trail of Registrants' activity on any Firm Valuation and make that information available to NCRMLS if NCRMLS has reason to believe that any Firm Valuation has caused

or permitted a breach in the security of the data or a violation of applicable NCRMLS Policies.

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

B.13. In any display of NCRMLS Data to any Registrant, Firm shall display the copyright notice of NCRMLS. The copyright notice should take one of the following forms: "Copyright 20XX North Carolina Regional MLS, LLC" or "© 20XX North Carolina Regional MLS, LLC". Firm shall replace "20XX" with the current year as of January 1 each year.

Disclosure/disclaimer required.

All listings displayed pursuant to IDX must indicate that the Service is the source of the listing and display the following disclosure/disclaimer:

“The data relating to real estate on this web site comes in part from the Internet Data Exchange program of North Carolina Regional MLS LLC, and is updated as of _____ (date/time). All information is deemed reliable but not guaranteed and should be independently verified. All properties are subject to prior sale, change, or withdrawal. Neither listing broker(s) nor [name of IDX Participant’s firm] shall be responsible for any typographical errors, misinformation, or misprints, and shall be held totally harmless from any damages arising from reliance upon these data. © 20xx North Carolina Regional MLS LLC”

Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

For more compliance guidelines, please refer to: <http://www.ncrmls.com/idx-rules>

Licensed Marks



Data Interface

Via or RETS/API