

DATA LICENSE AGREEMENT

Multiple Listing Service of the Yakima Association of Realtors®, Inc. ("MLS"), _____,
(COMPLETE OFFICE NAME)

_____ a member of MLS ("Member"), and Member's technology provider
(NAME OF DESIGNATED BROKER)

Constellation Web Solutions _____ ("Provider") agree as follows:

RECITALS

- A. MLS operates a real estate multiple listing service on behalf of its members, who are real estate firms licensed to provide real estate brokerage services in the State of Washington. MLS collects and organizes real estate information including, but not limited to, property facts, listing information, sales data, photographs, and other information ("Property Information"). MLS maintains a database of that Property Information, which it makes available to its members.
- B. Member desires to license MLS's Property Information to a technology provider to assist Member in providing real estate brokerage services to its clients.
- C. Provider is in the business of developing and selling products and services which utilize and customize real property information for use by its real estate firm and individual real estate broker customers. Provider desires access to MLS's real property database to provide such custom products and services to Member.

NOW, THEREFORE, MLS, Member, and Provider agree as follows:

1. **GRANT OF LIMITED, REVOCABLE LICENSE.** MLS grants Member a limited, non-exclusive, nontransferable, revocable license to access and use limited Property Information contained within MLS's database (the "Listing Data").
2. **TERM.** The term of this Data License Agreement (the "Agreement") is for one year, commencing on the date the Agreement is fully executed by all of the parties (the "Effective Date"). The Agreement will automatically renew for consecutive one year terms on the anniversary of the Effective Date, unless previously terminated by MLS, Member, or Provider, as set forth below.
3. **PROVIDER IS A PARTY TO THIS AGREEMENT.** Member and Provider warrant that Provider has executed this Agreement and shall abide by its terms and MLS's Rules and Regulations, Bylaws, and policies (collectively the "Rules and Regulations"), which are incorporated herein by this reference. Provider warrants that it has reviewed the Rules and Regulations prior to executing the Agreement.
4. **USE.** Member and Provider may only use the Listing Data for the purposes detailed in this Section 4.
 - A. **INTERNET DATA EXCHANGE ("IDX").** IDX refers to the process of republishing portions of the Listing Data on websites or mobile devices to allow prospective buyers and sellers to search for properties that are listed for sale or have recently sold. (Check all that apply).
 - i. **Member Website.** Member, with or without assistance of Provider, may republish a portion of the Listing Data on Member's website(s) in accordance with the Rules and Regulations.
 - ii. **Broker Websites.** With Member's permission, a real estate broker, licensed with Member ("Broker"), with or without assistance of Provider, may maintain a website that displays a portion of the Listing Data in accordance with the Rules and Regulations. Member and Provider are responsible for ensuring that Broker's websites comply with the Rules and Regulations.
 - iii. **Mobile Application.** Member, with or without the assistance of Provider, may republish a portion of the Listing Data on mobile devices through a mobile application in accordance with the Rules and Regulations.
 - iv. **Text Messaging.** Member may, with or without the assistance of Provider, display portions of the Listing Data in text messages to prospective buyers and sellers in accordance with the Rules and Regulations.
 - v. **Virtual Office Website.** Member, with or without assistance of Provider, may republish a portion of the Listing Data on the Member's Virtual Office Website ("VOW") in accordance with the Rules and Regulations.

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- B. **NON-IDX USES.** "Non-IDX Uses" refers to use of the Listing Data for purposes other than republishing portions of the Listing Data on websites or mobile devices to allow prospective buyers and sellers to search for properties that are listed for sale or have recently sold. If Member and Provider intend to use the Listing Data for a Non-IDX Use, a detailed description of the use, including the relevant product or service, must be attached to this Agreement as Exhibit 1. (Check all that apply).
- i. **Member Internal Use.** Member may, with or without Provider's assistance, use the Listing Data for Member's accounting, statistical, auto-populating, and other internal applications, only for use by Member and Member's Brokers in accordance with the Rules and Regulations.
 - ii. **Products/Services Displayed to Consumers.** Member may, with or without the assistance of Provider, use the Listing Data for products and services to display, publish, or otherwise supply to prospective buyers and sellers such as comparative market analyses, statistical reports, market reports, automated prospecting, and other real estate information in accordance with the Rules and Regulations.
5. **LICENSE FEE.** Member shall pay a fee to MLS in the amount of **\$0.00 (per month/per year?)** plus tax (the "License Fee") for access to the MLS' compiled Property Information. MLS will bill for the License Fee by _____ each month/year and payment is due by _____ of each month/year. A late fee will be assessed to all late payments in the amount **of \$ 0.00 of the missed payment.** MLS will suspend access to the Listing Data if payment is not received in full by _____ following billing. The obligation to pay the License Fee is not suspended during any suspension of access to MLS Property Information. Reinstatement will be allowed only if the entire account balance is paid in full, including payment of any and all unpaid dues, late fees and other charges.
6. **REDISTRIBUTION PROHIBITED.** Member and Provider shall not redistribute, disseminate, or provide the Listing Data or access to the Listing Data to any third party (except to the extent that information is republished or displayed consistent with the Rules and Regulations), Member and Provider shall not copy, disassemble, or create derivative uses of the Listing Data; download, export, or transmit the Listing Data to any third party or other electronic device; or compile or aggregate the Listing Data with other data. Member and Provider shall maintain firewalls, filters, and other security systems necessary to ensure the Listing Data is secure and inaccessible to any third party (except to the extent that information is republished or displayed consistent with the Rules and Regulations). This prohibition does not include the redistribution or dissemination of Member's own listing data to third parties.
7. **PROVIDING SERVICES WITHOUT AGREEMENT.** Provider shall not provide any products or services that utilize the Listing Data to a MLS Member without a current Data License Agreement with that Member and MLS.
8. **AUDIT.** MLS shall have the right to audit Member's and Provider's use of the Listing Data at any time. The audit may include, but is not limited to, Member's and Provider's compliance with the Agreement and the Rules and Regulations. Member and Provider shall cooperate with MLS in conjunction with any MLS audit.
9. **DUTY TO ADVISE IF CHANGE IN INFORMATION.** Member and Provider warrant that the information provided in this Agreement is complete and accurate. Member and Provider shall provide MLS with written notice of any change in the information provided in this Agreement within five (5) days, including, but not limited to, names, addresses, website addresses, and contact information. The failure to do so may result in the immediate termination of the Agreement. Member and Provider shall promptly notify MLS if either party terminates its agreement with the other related to the use of the Listing Data.
10. **INTELLECTUAL PROPERTY - NO THIRD PARTY BENEFICIARY RIGHTS CREATED.** Member and Provider acknowledge that the Listing Data is a proprietary, original work of authorship of MLS and/or its members, and may be protected under copyright and trademark laws. MLS retains all ownership and intellectual property rights that it may possess in and to the Listing Data. Except as explicitly provided for herein, Provider has no right to the Listing Data whatsoever and this Agreement creates no third party beneficiary rights in Provider.
11. **MARKETING TO MLS MEMBERS ONLY.** Provider may only market its products or services that utilize the Data to MLS member real estate firms and may not market directly to brokers licensed to a member without written permission from that member.
12. **INFORMATION TO BE RETAINED BY MEMBER SUBJECT TO MLS RULES.** Member shall control all the Listing Data obtained pursuant to this Agreement and warrants compliance with the Agreement and the Rules and Regulations, even though the Listing Data may be processed by Provider.
13. **DATA TRANSFER PROCEDURE.** The process for transferring the Listing Data shall be by such equipment and procedure as may be determined by MLS from time to time in its sole discretion.

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- 14. RIGHT TO TERMINATE.** MLS shall have the right at any time and in MLS's sole discretion to terminate the Agreement and Member's or Provider's access to the Listing Data, upon written notice to the Member. Delivery of such written notice to the Member shall constitute delivery of notice to Provider. Member and Provider shall cease access to and use of the Listing Data upon notice of termination. Upon termination of membership, transfer to inactive status, or termination of the Agreement, Member and Provider shall return all the Listing Data to MLS.
- 15. PROVIDER TO SUSPEND SERVICES TO MEMBER.** Upon notice from MLS, Provider shall terminate its services to Member related to the use of the Listing Data. MLS may request termination for any reason including, but not limited to Member's non-payment of fees to MLS or Member's violation of the Rules and Regulations. In addition, Provider shall comply with all requests for information from MLS regarding Provider's access and use of the Listing Data.
- 16. INDEMNIFICATION.** Member and Provider shall indemnify, defend, and hold MLS harmless from any claims related to Member's or Provider's use of the Listing Data
- 17. ATTORNEYS FEES AND INJUNCTIVE RELIEF.** The parties agree that, in the event of a breach of this Agreement by Member or Provider, the damages suffered by MLS and its members would be difficult to calculate and that injunctive relief is appropriate. Accordingly, the parties agree that preliminary and permanent injunctive relief should be issued without need for bond. The parties further agree that in the event of a dispute regarding this Agreement, the prevailing party is entitled to an award of its attorneys' fees and costs.
- 18. SIGNATURE OF AGREEMENT.** This Agreement shall be executed by Member, Provider, and MLS as follows:

MEMBER:

Firm Name

Phone Number

Designated Broker's Name (Please Print)

E-Mail Address

Designated Broker's Signature

Date Signed

Name of Member's Technical Contact Person

Phone Number

E-Mail Address

PROVIDER:

Constellation Web Solutions

6737 W. Washington Street, Suite 2120, Milwaukee, WI 53214

Company Name

Company Address

Dan Dlhy

425-636-6910

brokersolutions@constellationws.com

Name of Provider's Representative

Phone Number

E-Mail Address

Dan Dlhy
Provider's Signature

Date Signed

Dan Dlhy, Data & Compliance Manager

Joe Wiesner

425-636-6910

Name and Title of Person Signing Agreement

Name of Provider's Technical Contact Person

Phone Number

brokersolutions@constellationws.com

E-Mail Address

MLS:

Signature of Association Executive

Effective Date

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Third-Party Consultant

Identify all third-party consultants ("Consultant(s)") that will have access to the Listing Data. Use additional pages as necessary.

Dan Dlhly _____
Name of Person

Constellation Web Solutions _____
Company Name

brokersolutions@constellationws.com _____
E-Mail Address

425-636-6910 _____
Phone Number

http://constellationws.com _____
Website Address

Member and Provider warrant that Consultant will abide by the terms of this Agreement and will only access the Listing Data to assist Member and Provider for the uses identified in Section 4. Member and Provider shall immediately notify MLS upon learning of any unauthorized use of the Listing Data or other breach of the Agreement by Consultant and shall be responsible for such breach. Member and Provider shall provide MLS with written notice of any change in the information provided above within five (5) days and the failure to do so may result in termination of the Agreement.

IDX INFORMATION (if applicable)

Member's website(s) URL (if applicable)

Website No. 1 _____

Website No. 2 _____

Website No. 3 _____

Broker's website(s) URL (if applicable)

Website No. 1 _____

Website No. 2 _____

Website No. 3 _____

Mobile Application Information (if applicable)

Application Name _____

Description of Application:

Text Messaging Service (if applicable)

Service Name _____

Description of Service:

MLS AUTHORIZATION FOR FBS DATA SYSTEMS TO PROVIDE DATA VIA RETS

Option 1: Confidential RETS Data (All Statuses)

Permission Level for Confidential Data

MLS (all MLS listings)

Company (Company listings only)

Office (Office listings only)

Member (Member listings only)

Option 2: Standard IDX (Used for display on Public web sites)

Option 3: VOW (Used for display on VOW web sites)

The undersigned MLS authorizes Financial Business Systems, Inc. ("FBS") to provide the MLS approved IDX database by RETS (Real Estate Transaction Standard) to the MLS member indicated below (IDX Participant). MLS understands that once the data has been transferred to the IDX Participant, FBS has no control or responsibility for how such data is used or displayed, and MLS holds FBS harmless from any and all liability related to the provision of such data or use or display by the IDX Participant.

MLS of YAKIMA ASSOCIATION OF REALTORS

MLS Name _____

MLS Authorized Personnel (President, EO, etc.) _____

Signature _____

Date _____

**

IDX Participant's Name (MLS, Company, Office, Member) _____

flexmls Login ID (xxx.company, xxx.office, xxx.member) _____

**

Webmaster E-Mail Address _____

**

Web Site URL Address for this data _____

(The URL Address listed is the only site which this data is approved for use)

Please send this form to gena@yarmls.com Attn: Gena Wyatt

Revised 3/11/2020