

Data License Agreement
Revised 03/2021
(Data Display)

This License Agreement (the “Agreement”) is made and entered into by and between Realtors® Association of Maui, Inc., a Hawaii non-profit corporation (“Licensor”), and Chime Technologies, Inc., a Arizona Corporation (the “Vendor Licensee”).

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Licensor and Vendor Licensee agree as follows:

1. Definitions. Capitalized terms in this Agreement shall have the meanings given them in the attached Exhibit A.

2. License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Vendor Licensee a License to display real estate listings contained in the Database owned by Licensor (the “Licensed Listings”) on websites created and developed by Vendor Licensee for a Broker and its Agents. No License will be granted to Vendor Licensee with respect to a particular Display Website except upon execution by a Broker of a Broker Agreement for the respective Broker and the respective Display Websites, and execution by each Agent of an Agent Agreement, in such forms as may be presented by Licensor. Vendor Licensee agrees and acknowledges that Licensor may modify the terms of this Agreement at any time, in any manner, in its sole discretion.

3. Limitations on Display of Licensed Listings. The Licensed Listings may be displayed only as advertising on Display Pages, and only on Display Pages which are (a) in compliance with the Display Standards, (b) generated by the respective Display Server, and (c) displayed on the respective Display Website, and no other websites or media. No Licensed Listings, or portion of any Licensed Listings, may be displayed by Vendor Licensee except in accordance with the foregoing sentence. Specifically, but without limitation, Vendor Licensee shall not use or display Licensed Listings for, on, or in connection with any online brokerage services, or any website which accesses, directs Internet users to, or makes available online brokerage services, including websites commonly referred to as virtual office websites, or any similar website or individual web pages.

4. License Restrictions. Except as expressly set forth in this Agreement, no rights are granted to Vendor Licensee to do any of the following, and Vendor Licensee shall not, and shall not cause or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the Licensed Listings, or otherwise create any derivative works of the Licensed Listings, (b) download, Cache, database, store, distribute, export, deliver, or transmit any of the Licensed Listings, including to any computer or other electronic device, except the Display Server as permitted under this

Agreement, or (c) sell, grant access to, or sublicense the Licensed Listings, or any portion of the Licensed Listings, to any third party. Vendor Licensee agrees to take all reasonable steps necessary to protect the Licensed Listings from unauthorized access, distribution, copying or use.

5. Ownership of Display Servers. All Display Servers shall be under the direct control and supervision of Vendor Licensee.

6. License Fees and Payment; Expenses. In consideration for the License granted to Vendor Licensee under this Agreement, Vendor Licensee (or a Broker, Brokerage Firm or an Agent on Vendor Licensee's behalf) shall pay such fees as may be prescribed by Licensor (the "License Fees") within ten (10) days of receipt of the Invoice from Licensor.

7. Compliance With Standards. Vendor Licensee agrees to be bound by and comply with all of the terms and conditions of any and all standards promulgated and/or adopted by Licensor related to the use of Licensor's data and data systems, including but not limited to Access Standards, Technology Standards, and the Display Standards (the "Standards"), and related to, among other things, maintaining the Display Websites, Display Servers, and the Display Pages in accordance with such Standards

8. Means of Access to Licensed Listings. Access by Vendor Licensee to the Licensed Listings shall be determined by Licensor in its sole discretion, and in accordance with the Standards. Licensor may, in its sole discretion and upon thirty (30) days prior written notice to Vendor Licensee, change the means and nature of accessing the Licensed Listings.

9. Changes to Licensor's Server. Licensor shall not be obligated to make any changes to Licensor's Server to accommodate Vendor Licensee's requirements and Licensor may, at any time, modify or replace Licensor's Server, in its sole discretion. Vendor Licensee agrees that any modification of Licensor's Server, and any interruption or unavailability of access to Licensor's Server, or access to or use of the Licensed Listings shall not constitute a default under this Agreement, and that Licensor shall have no liability of any nature to Vendor Licensee for any such modifications, interruptions, unavailability, or failure of access.

10. Intellectual Property. Vendor Licensee acknowledges and agrees that the Database and the Licensed Listings are proprietary, original works of authorship of Licensor, or licensed to Licensor, protected under United States copyright, trademark, patent and trade secret laws of general applicability, and that all right, title, and interest therein and thereto are and shall remain with Licensor. In the event of any claim for infringement or misappropriation of the Database or Licensed Listings, all damages awarded and other awards and recoveries shall be the exclusive property of Licensor, and all such amounts shall be paid to Licensor.

11. Trademarks. No right, license, or interest to any trademark of Licensor is granted to Vendor Licensee under this Agreement, except that Licensor grants to Vendor

Licensee a limited, non-exclusive, revocable license to use Licensor's designated trademarks only for the limited purpose of identifying Licensor as the source of the Licensed Listings ("Licensor's Trademarks"), which license may be terminated at any time by Licensor, in its sole discretion, upon written notice.

12. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING TO ACCESS AND DISPLAY THE LICENSED LISTINGS, IS "AS IS," AND LICENSOR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Audit. Licensor may, or at its option may engage an independent third party to, audit, test, and inspect the books, records, equipment, and facilities of Vendor Licensee, including each Display Server, and to perform tests of Vendor Licensee's controls, systems and procedures, and of the Display Websites, as often as deemed reasonably necessary by Licensor and for such purposes as may be determined by Licensor, in its sole discretion.

14. Representations and Warranties of Vendor Licensee. Vendor Licensee represents and warrants the following to Licensor:

a. This Agreement, when executed by Vendor Licensee, will be valid, binding and enforceable with respect to Vendor Licensee in accordance with its terms. The execution of this Agreement and/or the performance of Vendor Licensee's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which Vendor Licensee is bound.

b. Each Broker is (i) a principal real estate broker or broker in charge licensed in accordance with the laws of the state of Hawaii, (ii) is a participant in good standing in Licensor's multiple listing service who has entered into an agreement with Licensor for participation in Licensor's multiple listing service, which agreement is not in default, (iii) is an IDX Participating Broker, (iv) shall continue to be, the principal real estate broker or broker in charge of each Brokerage Firm, and (v) shall continue to manage supervise and control the operation of each Brokerage Firm throughout the term of this Agreement.

c. Each Agent (i) is a real estate agent, sales licensee or non-principal broker of Broker, (ii) licensed as a real estate agent, sales licensee or non-principal broker in accordance with the laws of the state of Hawaii, and is in good standing, (iii) has entered into an agreement with Licensor for participation in Licensor's multiple listing service, and (iv) Agent's respective participation agreement is not in default.

d. Each Broker is, and throughout the term of this Agreement shall continue to be, the principal real estate broker or broker in charge of each Brokerage Firm.

15. Contract Administration; Technical Contact. Each party shall designate the name, address, telephone number, fax number, and email address of a person who shall be the contract administrator under this Agreement (each a "Contract Administrator"), and the name, address, telephone number, fax number, and email address of a person who shall be the technical contact for technical (the "Technical Contact"). The Contract Administrator and/or Technical Contact may be changed from time-to-time, but not prior to delivery of notice to the other party. Each party's Technical Contact will be the point of contact for technical issues related to the Database, Display Server(s), and other technical issues arising under this Agreement.

16. Disclaimer. Licensor expressly disclaims any responsibility or liability for the content of the Display Websites and any other medium of display of the Licensed Listings, including without limitation, intellectual property infringement, content, accuracy, defamation, and other unlawful content.

17. Operation in Accordance with Law. Vendor Licensee agrees that it will at all times develop, maintain, and display, as applicable, the Licensed Listings, the Display Websites, the Display Servers, and the content of the Display Websites in a professional manner and in accordance with all applicable laws and the MLS Rules and Regulations.

18. Confidential Information. Vendor Licensee agrees and acknowledges that in addition to any copyright and other proprietary rights, the Licensed Listings are confidential content of Licensor. The Licensed Listings, any non-public content delivered by or under the direction of Licensor or used by Vendor Licensee in connection with access to the Licensed Listings, and the terms and conditions of this Agreement (collectively "Confidential Information"), shall be maintained by Vendor Licensee as confidential and available exclusively for use by Vendor Licensee as provided in this Agreement, and for no other purposes. Vendor Licensee shall not disclose any Confidential Information to anyone, including without limitation to Broker, except as ordered by a court of competent jurisdiction or as otherwise required by law. Vendor Licensee shall not disclose any Confidential Information pursuant to a court order or as required by law until Vendor Licensee has given Licensor ten (10) days prior written notice and an opportunity to oppose such disclosure.

19. Indemnification. Vendor Licensee hereby agrees to indemnify and hold harmless Licensor, and its officers, directors, employees, and licensees, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with any material breach by Vendor Licensee of any of the terms and conditions of this Agreement, hosting of the Display Websites, the use and display of the Licensed Listings and any breach of any representation or warranty made by Vendor Licensee under this Agreement. Vendor Licensee shall further indemnify Licensor from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, based on any breach of any warranty set forth in Section 14 of this Agreement. Licensor shall have the right to control its own defense and engage legal counsel acceptable to Licensor.

20. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, LICENSOR'S ENTIRE AND CUMULATIVE LIABILITY TO LICENSEE, OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE USE OR DISPLAY OF THE LICENSED LISTINGS, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEES PAID TO LICENSOR UNDER THIS AGREEMENT. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS SECTION 20 OF THIS AGREEMENT, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, GENERAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. Injunction. The parties agree that a breach or violation of Sections 4, 7, 10, 11, 13, 17, 18 and 22 of this Agreement will result in immediate and irreparable injury and harm to Licensor. In such event, Licensor shall have, in addition to any and all remedies of law and other consequences under this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that, this shall in no way limit any other remedies which Licensor may have, including, without limitation, the right to seek monetary damages.

22. Proprietary and Other Notices. Vendor Licensee agrees that it will include and not alter or remove any trademark, copyright, or other notices, or any disclaimer or disclaimer field, or other text located or used on, or in connection with the Licensed Listings, or otherwise required by Licensor.

23. License Suspension. Upon the occurrence of any default by Vendor Licensee under this Agreement, including any violation of or noncompliance with the Access Standards, the Technology Standards, or the Display Standards by Vendor Licensee, Licensor may, at its option and without prior notice to Vendor Licensee, immediately suspend the License, including access to or display of the Licensed Listings, or the display of the Licensed Listings on any particular Display Website for a period of up to thirty (30) days. Licensor shall provide Vendor Licensee with written notice of suspension of the License within three (3) days following the first day of suspension. In addition, Licensor may, at its option, immediately suspend the License with respect to any particular Display Website (a) upon the occurrence of any default by the respective Broker or Agent of an applicable Broker Agreement, Agent Agreement, the MLS Rules and Regulations, or any other agreement with Licensor, including failure to pay any fees owing to Licensor when due, or (b) if, at any time, the respective Broker or the Broker of the respective Agent is not an MLS Participant. Nothing under this Section 23 of this Agreement shall be construed as requiring Licensor to suspend the License prior to exercising its right of termination under Section 24 of this Agreement.

24. Term and Termination.

a. The initial term of this Agreement shall commence on the Effective Date, and unless earlier terminated, continue for a period of one (1) year, and shall automatically renew for additional one (1) year terms thereafter unless either party gives written notice to the other party of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

b. Vendor Licensee may terminate this Agreement at any time prior to the expiration of the initial term or any renewal term by delivering to Licensor prior written notice of termination.

c. Licensor may terminate this Agreement at any time after Licensor has given a ten (10) day notice to Vendor Licensee of any of the defaults set forth in this Section 24.d of this Agreement, and such defaults have not been cured within such ten (10) day period; provided, however, that if, in the reasonable discretion of Licensor, the default by Vendor Licensee or Broker could result in irreparable harm to Licensor, Licensor may terminate this Agreement without prior written notice, if notice of such termination is delivered to Vendor Licensee and Broker within ten (10) days of termination by Licensor.

d. The foregoing Section 24.c applies to the following defaults; (i) Vendor Licensee (or Broker or Brokerage Firm on Vendor Licensee's behalf) fails to pay any amounts owing to Licensor under this Agreement when due; (ii) Vendor Licensee discloses or uses in any manner not expressly permitted under this Agreement any Confidential Information, except as expressly provided in this Agreement; (iii) the License is suspended pursuant to Section 23 of this Agreement, and Vendor Licensee fails to cure the reason for suspension within the thirty (30) day suspension period provided under Section 23 of this Agreement; (iv) at any time, any representation or warranty made by Vendor Licensee is false or misleading, whether based on facts or events existing on the Effective Date, or any time thereafter; or (v) Vendor Licensee otherwise defaults under any other material term or condition of this Agreement.

e. Licensor may terminate the License with respect to a particular Broker or Agent and their respective Display Websites immediately upon notice to Vendor Licensee upon (i) occurrence of any default by such Broker or Agent under any applicable Broker Agreement, Agent Agreement, or the MLS Rules and Regulations, or any other agreement entered into with Licensor and such Broker or Agent, (ii) if, at any time, the respective Broker is not an MLS Participating Broker; (iii) delivery of notice by such Broker or Agent to Licensor that the License should be terminated with respect to the Broker or Agent, or an Agent of the Broker, or a particular Display Website of such Broker or Agent or Broker's Agent, or (iv) Broker's or Agent's failure to pay any fees owing by such Broker or Agent under the applicable Broker Agreement or Agent Agreement. Upon termination of the License for a particular Broker's or Agent's Display Website in accordance with this Section 24.e of this Agreement, the terms of Sections 24.f and 24.g of this Agreement shall apply with respect to the Display Website for which the License is terminated.

f. Upon the termination of this Agreement, for any reason, the License shall terminate and Vendor Licensee shall, within ten (10) business days of the date of termination, (i) if Vendor Licensee, contrary to the terms of this Agreement, has downloaded or copied any portion of the Database or Licensed Listings, then permanently delete or remove all copies of the Database or Licensed Listings, or portions thereof, and such software from all computers and other storage devices on which they were loaded or copied, including the Display Servers, and (ii) cease to display and otherwise terminate the use of any Licensed Listings, and (iii) deliver to Licensor written certification acceptable to Licensor of Vendor Licensee's compliance with the provisions of this Section 24.f of this Agreement.

g. No License Fees, or portion of the License Fees, or other fees payable by Vendor Licensee under this Agreement will be refunded to Vendor Licensee upon termination of this Agreement for any reason, whether termination is by Vendor Licensee or Licensor.

25. General.

a. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed accordance with the laws of the state of Hawaii. Vendor Licensee acknowledges that by entering into this Agreement, and by obtaining the License, Vendor Licensee has transacted business in the state of Hawaii. Vendor Licensee hereby voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in the state of Hawaii as to all matters relating to or arising from this Agreement.

b. Notices. All notices, demands, or consents required or permitted under this Agreement shall either be in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight courier service, or delivered by email, to the appropriate party's Contract Administrator at the following addresses:

If to Licensor:

REALTORS® Association of Maui, Inc.
441 Ala Makani Street
Kahului, Maui, Hawaii 96732
Attention: License Agreement Administrator
Email: betterdata@ramauai.com

If to Vendor Licensee:

Chime Technologies, Inc. _____
2828 N Central Avenue, 7th Floor, Phoenix, AZ. 85004
+1 (480) 605-2365
Attention: Myla Landayan, Chime MLS Coordinator
Email: mls_support@chimeinc.com

The foregoing addresses may be changed from time-to-time by delivering notice of such change to the other party to this Agreement. Technical issues should be addressed to the parties' respective Technical Contacts.

c. Costs of Litigation. If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees, costs, and expenses of litigation.

d. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between Licensor and Vendor Licensee. Vendor Licensee shall be responsible for the wages, hours, and conditions of employment of Vendor Licensee's personnel during the term of this Agreement. Nothing in this Agreement shall be construed as implying that Vendor Licensee or employees of Vendor Licensee are employees of Licensor.

e. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.

f. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement. The subsequent acceptance of any payment due under this Agreement by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in this Agreement.

g. No Assignment. Vendor Licensee agrees that it will not assign or delegate, license, or otherwise transfer this Agreement, any licenses granted under this Agreement, or any of the rights or obligations of Vendor Licensee under this Agreement.

h. Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of Licensor and Vendor Licensee, and is not intended to benefit any third party, including any Broker, Agent, Brokerage Firm, or users of the Display Websites. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

i. Entire Agreement. This Agreement includes any schedules attached to this Agreement, which schedules are incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement between Vendor Licensee and Licensor concerning the subject matter of this Agreement. This Agreement supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties. This Agreement may not be amended except in writing signed by Vendor Licensee, Broker and Licensor.

j. Survival. The provisions of Sections 6, 10, 12, 16, 18, 19, 20, 21, 24.f, 24.g, and 25, shall survive the termination of this Agreement.

Dated effective _____.

LICENSOR

REALTORS® ASSOCIATION OF MAUI, INC.

By _____
_____ [Name]
Chief Staff Executive

VENDOR LICENSEE

M Landayan

Chime Technologies Inc.

Myla Landayan [Name of Officer]

MLS Coordinator [Title of Officer]

AGENT

_____ Name of Agent

BROKERAGE FIRM

_____ Name of
Participating Broker

Domain Names for Agent Display:

Server IP Address:

52.9.163.97

Exhibit A
Defined Terms

1. Access Standards means the additional terms and conditions for accessing the Licensed Listings, which terms and conditions are established and amended by Licensor from time-to-time.

2. Agent means each real estate agent, sales licensee, or non-principal broker that is affiliated with Broker, who is a subscriber to Licensor's multiple listing service, and who requests that Licensor grant to Vendor Licensee a License to facilitate the display of applicable Licensed Listings on Agent's Display Website, and for which the Agent's Broker has executed a Broker Agreement and Agent has executed an Agent Agreement.

3. Agreement means this License Agreement, together with all documents identified in this Agreement which are incorporated by reference into this Agreement.

4. Broker means each principal real estate broker who is a subscriber to Licensor's multiple listing service, has requested that Licensor grant to Vendor Licensee a License to facilitate the display of applicable Licensed Listings on Broker's Display Website, the Display Website of his/her Brokerage Firm, or any of Broker's Agents' Display

5. Brokerage Firm means each of the real estate brokerage companies for which a respective Broker is the principal broker and with which Broker's Agents are affiliated.

6. Cache or Caching means the storing of data, as such data is received on a computer hard drive, for any purpose, including accelerating the response to repeated requests for such data.

7. Confidential Information has the meaning set forth in Section 18 of this Agreement.

8. Contract Administrator has the meaning set forth in Section 15 of this Agreement.

9. Display Page means a webpage, regardless of whether such webpage is accessible with or without a password or any other means of security or limited access, which displays any portion of the Licensed Listings.

10. Display Standards means the standards for Display Pages established by Licensor, which standards may be amended from time to time by Licensor in its sole discretion.

11. Display Server means all of the computer hardware and software, commonly referred to as a server, which generate the Display Pages for the respective Display Websites, and make them available through the Internet.

12. Display Website means each Internet website established for a Broker, or an Agent, or Brokerage Firm, located at and with the domain name identified in the applicable Broker Agreement, which domain name must be approved in writing in advance by Licensor.

13. Effective Date means the date identified as the effective date on the signature page of this Agreement.

14. Download means download of Licensed Listings through Licensor's Server.

15. Database means collectively the compilations of real estate listings and other data and content maintained by Licensor and known as the Realtors[®] Association of Maui, Inc. Multiple Listing Service Public Database or the Database.

16. Listings means real estate listings of all Participating Brokers except as may be excluded by Licensor in accordance with the MLS Rules and Regulations, including all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and pricing content submitted by Participant to MLS with respect to each Listing.

17. Participating Broker means a Broker who participates in Licensor's Internet Data program as described in the MLS Rules and Regulations.

18. IP Address means the Internet protocol address for each Display Server. As of the Effective Date, the IP Address for the only Display Server is identified in the Access Standards.

19. License means a non-exclusive, non-transferable license to access and display the Licensed Listings only on Display Pages which are generated by Display Servers, and displayed on Display Websites, and not other websites or media, in accordance with the limitations and other terms and conditions of this Agreement.

20. License Fee has the meaning set forth in Section 6 of this Agreement.

21. Licensed Listings means the Listings, consisting of only the specific data provided by Licensor in only the fields identified by Licensor from time to time, in its sole discretion.

22. Licensor's Server means the computer server or servers, including both hardware and software, maintained by Licensor which provides or provide the means for Vendor Licensee to access the Licensed Listings.

23. Licensor's Trademarks has the meaning set forth in Section 11 of this Agreement.

24. MLS Rules and Regulations means the MLS Rules and Regulations for Realtors® Association of Maui, Inc. Multiple Listing Service as amended by Licensor from time-to-time.

25. Technical Contact has the meaning set forth in Section 15 of this Agreement.

26. Technology Standards means the standards for maintaining technology used in connection with the access to and use of the Licensed Listings as established by Licensor.