



NOTE: This form must be filled out for every Office/Agent you will be providing services to utilizing the IDX feed.

THIS THIRD PARTY ACCESS, CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT is entered into effective as of the date set forth on the attached term sheet (“TERM SHEET”) by the **NORTHEAST WYOMING REALTOR ALLIANCE, INC. - MLS** (“PROVIDER”), and the person or individual listed on the TERM SHEET, a third party participant (“LICENSEE”) with reference to the following facts:

### RECITALS

- A. PROVIDER operates an online computerized real estate multiple listing service for subscribers and participants located in counties in the Northeastern Area of Wyoming, which provides multiple listing data and other information (the “SERVICE”) to its Participants, Subscribers and other authorized parties (collectively “AUTHORIZED USERS”). The listing data and other information in the SERVICE shall be referred to hereinafter as “LICENSED DATA”. The LICENSED DATA, together with related software, source code, object code, diagrams, flow charts, IP addresses, access codes and passwords is referred to hereinafter as “CONFIDENTIAL INFORMATION”.
- B. LICENSEE operates a business as described in the TERM SHEET. LICENSEE desires limited access to certain LICENSED DATA and the SERVICE for the specific purposes set forth in the TERM SHEET.
- C. PROVIDER is willing to grant LICENSEE limited access to certain SERVICE information pursuant to the terms and subject to the conditions contained in this Agreement.

### IT IS AGREED:

- 1. **Access to System.** PROVIDER hereby grants LICENSEE limited access to the SERVICE to retrieve only LICENSED DATA described in the TERM SHEET, from the SERVICE, and for only the purposes set forth in the TERM SHEET.
- 2. **Ownership of LICENSED DATA.** PROVIDER is and shall always remain the exclusive owner of the LICENSED DATA and CONFIDENTIAL INFORMATION. LICENSEE acknowledges that the LICENSED DATA and CONFIDENTIAL INFORMATION constitute intellectual property and is a valuable commodity of PROVIDER and is proprietary to PROVIDER. All proprietary rights in such LICENSED DATA and CONFIDENTIAL INFORMATION shall remain with PROVIDER. PROVIDER represents and LICENSEE acknowledges that PROVIDER has all exclusive intellectual property rights in the LICENSED DATA and CONFIDENTIAL INFORMATION including all compilations of such data in the MLS data base maintained within the LICENSED DATA, all of which is and always shall be the exclusive property of PROVIDER. LICENSEE acknowledges PROVIDER’s claim that the LICENSED DATA and CONFIDENTIAL INFORMATION constitutes valuable trade secrets proprietary to PROVIDER. LICENSEE shall not disclose or use the LICENSED DATA and CONFIDENTIAL INFORMATION except as specifically provided in this Agreement without the express written consent of PROVIDER. LICENSEE agrees to use reasonable efforts to safeguard the LICENSED DATA and CONFIDENTIAL INFORMATION from unauthorized use by third parties. LICENSEE will not provide access to nor disclose any of the LICENSED DATA or CONFIDENTIAL INFORMATION to any third party except as set forth on the TERM SHEET. Notwithstanding the foregoing, LICENSEE is permitted to provide access to or disclose any of the LICENSED DATA to AUTHORIZED USERS of the SERVICE without written permission from PROVIDER.

3. **Rights to LICENSED DATA and CONFIDENTIAL INFORMATION.** This Agreement shall not be construed to grant to LICENSEE any ownership in the LICENSED DATA or CONFIDENTIAL INFORMATION and expressly prohibits LICENSEE from remarketing, re-commercializing and/or disseminating the LICENSED DATA or CONFIDENTIAL INFORMATION at any time to any party other than AUTHORIZED USERS, except where specifically authorized by this Agreement. Furthermore, LICENSEE is expressly restricted from: (i) any use of the LICENSED DATA or CONFIDENTIAL INFORMATION for any purpose other than as described in the TERM SHEET; (ii) modifying the LICENSED DATA in any way; or (iii) attempting to reverse engineer the LICENSED DATA or CONFIDENTIAL INFORMATION.
4. **Term.** The term of this Agreement begins on the effective date set forth on the TERM SHEET. PROVIDER has the right, at any time and at its sole discretion, to terminate this Agreement. This Agreement shall terminate upon PROVIDER's notice to LICENSEE that this Agreement is terminated. LICENSEE may, upon sixty (60) days written notice, terminate this Agreement.
5. **Compensation.** Any compensation payable in connection with this Agreement is set forth on the TERM SHEET.
6. **Confidentiality and Nondisclosure.** LICENSEE agrees that it shall not disclose, nor permit any of its agents or employees to disclose any of the CONFIDENTIAL INFORMATION or any LICENSED DATA to any unauthorized third party without first obtaining the written consent of PROVIDER. LICENSEE shall promptly notify PROVIDER in writing of any suspected non-compliance or breach of the confidentiality provisions of this Agreement, and where a non-compliance or breach occurs, PROVIDER may seek appropriate relief, including damages and injunctive relief, in any court of appropriate jurisdiction. For these purposes, PROVIDER shall hereby be deemed a third party beneficiary or assignee of LICENSEE's rights and claims and is empowered to prosecute and defend its rights hereunder as against any such non-complying or breaching entity or individual.
7. **PROVIDER Rights.** PROVIDER shall retain its rights, title and interest in the SERVICE, the LICENSED DATA, and the CONFIDENTIAL INFORMATION, including all functionality, copyright and patent rights as provided under state and federal law. Any modifications or improvements made to the SERVICE, the LICENSED DATA, or the CONFIDENTIAL INFORMATION shall remain the property of the PROVIDER.
8. **LICENSEE's Obligations.** As a material part of the consideration for this Agreement, LICENSEE agrees that LICENSEE:
  - (a) Will comply with the National Association of Realtor's guidelines and PROVIDER's rules and regulations in its utilization of the LICENSED DATA;
  - (b) Will not knowingly permit any access to the SERVICE by any person(s) other than AUTHORIZED USERS who have executed Subscriber Agreements with PROVIDER;
  - (c) Will not copy or make any use, alteration, adaptation, addition, change or revision of the LICENSED DATA or CONFIDENTIAL INFORMATION, other than to make it available to AUTHORIZED USERS within the terms of this Agreement;
  - (d) Will design and maintain its connection in such a way that it does not impair or damage the performance of the SERVICE in any way;
  - (e) Will not enter into any license, sublicense, access, electronic connection or another agreement or arrangement which would permit access to the SERVICE, or any portion thereof, to any party other than AUTHORIZED USERS and others as may be allowed by the terms of this Agreement;
  - (f) Will not subcontract, assign, delegate or otherwise transfer any right or obligation under this Agreement without PROVIDER's written consent, except as set forth in this Agreement;
  - (g) Will establish and maintain firewalls, filters, and such additional and/or complementary security systems in place as may be reasonably necessary in order to provide reasonable assurances that the data is secure and the

**PLEASE DO NOT USE. THIS IS A SAMPLE FORM.**

connection may not be used to access the SERVICE, except by AUTHORIZED USERS and those authorized by the terms of this Agreement; and

- (h) Will not use PROVIDER’s name or make any reference to PROVIDER or its LICENSED DATA or SERVICE in any manner, except as may be authorized in writing, by PROVIDER.
  - (i) Will pay all costs incurred by LICENSEE and PROVIDER in setting up the SERVICE for LICENSEE’s use and providing LICENSED DATA to LICENSEE.
9. **Indemnification.** LICENSEE agrees to defend, indemnify and hold harmless PROVIDER against any action against PROVIDER on account of LICENSEE’s use of the LICENSED DATA as set forth herein; provided, however, that this indemnification provision shall not apply to actions resulting from PROVIDER’s violation of any third party patent, copyright, or trade secret.
10. **Disclaimer.** PROVIDER does not make and hereby disclaims, and LICENSEE hereby expressly waives, any and all representations and warranties, express or implied (except as may be set forth in this Agreement), including all warranties of merchantability and fitness for a particular purpose. In no event shall PROVIDER be liable to LICENSEE or to any third party for loss or damages, arising out of the use or performance of the SERVICE even if PROVIDER has been advised of the possibility of such damages. Any defect or malfunction in the SERVICE or LICENSED DATA will be corrected in the sole discretion of PROVIDER, upon the written request of LICENSEE. If LICENSEE requests PROVIDER to correct any defects or malfunctions or render any other services, LICENSEE shall reimburse PROVIDER at rates to be determined by PROVIDER. The entire risk as to the quality and performance of the LICENSED DATA and SERVICE is upon LICENSEE.

PROVIDER’s sole liability and LICENSEE’s exclusive remedy for any defect which impairs LICENSEE’s use of the SERVICE for the purposes stated herein shall be the right to terminate this Agreement.

- 11. **Remedies.** In the event of a default on the part of either party, the non-defaulting party may terminate this Agreement, effective immediately. This paragraph shall be in addition to any other rights or remedies which either party may have at law or in equity, except as limited by this Agreement.
- 12. **Attorneys’ Fees.** In the event suit or action is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorneys’ fees and costs at trial or on appeal of such suit or action.
- 13. **Applicable Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wyoming.
- 14. **Merger.** This Agreement sets forth the full and complete understanding of the parties with respect to the subject matter of this Agreement, and, except with respect to the Agreement between LICENSEE and PROVIDER, there is no other agreement, contract or understanding, whether written or oral, between or among any of the parties with respect to access to the SERVICE.

**NEWRA Use Only:**

Date Received: \_\_\_\_\_ Date Approved: \_\_\_\_\_ By: \_\_\_\_\_

Authorization to Release Credentials to FBS: \_\_\_\_\_



1. Third-Party Vender Business Name: Chime Technologies, Inc.  
Contact Person: Myla Landayan Phone: +1 (480) 605-2365  
Address: 2828 N Central Avenue, 7th Floor, Phoenix, AZ. 85004  
E-mail Address: mls\_support@chimeinc.com
2. Purposes for access to Licensed Data: IDX website
3. Description of Licensed Data to which access is granted: As permitted by the local M.L.S.
4. Compensation Arrangement (if none, state "none"): None
5. The information provided thru the IDX feed will be used for an:  Agent  Office  
Please select by placing an X  
Agent Name: PRINTED NAME - AGENT  
Office Name: OFFICE NAME - BROKER
6. Website URL Address for this data: URL TO BE USED WHEN WEBSITE IS LIVE
7. Login in credentials should be emailed to: mls\_support@chimeinc.com
8. Parties (if any), other than Licensee granted access to Confidential Information:

**FOR CHIME USE**

**THIRD-PARTY VENDER / LICENSEE:**

Vender/Licensee Name: \_\_\_\_\_

By: DocuSigned by:  
Henry Li  
F3504C31894543E... Its: \_\_\_\_\_

Date: \_\_\_\_\_