

**DATA PROCESSING AGREEMENT (Data Feed Broker/Agent)**

This Data Processing Agreement (the “Agreement”) effective as of \_\_\_\_\_ (known as “Effective Date”) is by and between the San Antonio Board of REALTORS, Inc. (Provider) a Texas Corporation having its principal place of business at 9110 IH 10 West, San Antonio, Bexar County, Texas 78230, and **BROKER or AGENT** (Broker/Agent), with operations located at **OFFICE ADDRESS** and \_\_\_\_\_  
Chime Technologies, Inc. (Vendor) with operations located at \_\_\_\_\_  
2828 N Central Avenue, 7th Floor, Phoenix, AZ. 85004.

**RECITALS:**

- A. The parties acknowledge that Provider operates an on-line computerized multiple listing service (MLS) which provides data and other information to its participants, subscribers and other authorized parties (Authorized Users).
- B. The parties agree that only Provider possesses the exclusive, non-transferable right and license to operate, administer and manage the ordinary and customary day to day operations, activities and services of the MLS. This Agreement is not transferable through right, ownership, consolidations or other subsidiaries of the Broker/Agent. Furthermore, it is recognized that Provider owns and claims all rights, titles and interests (including but not limited to rights of copyright) in and to the MLS data. Access thereto and use thereof is strictly limited and regulated by the Rules and Regulations of MLS.

**IT IS AGREED:**

- A. Subject to Broker/Agent’s compliance with the terms and conditions of this Agreement, Provider hereby grants Broker/Agent limited, revocable, non-transferable access to a designated FTP site of select MLS data, as determined by Provider, solely for the purposes of Broker/Agent’s own IDX website development and maintenance in accordance with Provider’s Rules and Regulations of MLS or to provide approved services to designated REALTORS as authorized by Provider. Any other use of the MLS data by Broker/Agent is strictly prohibited. All rights not expressly granted in this Agreement, including but not limited to all copyrights in and to the MLS data, are expressly reserved by Provider. Broker/Agent shall comply with Provider’s IDX rules, which are attached hereto as Exhibit A and incorporated herein by reference. Broker/Agent specifically identifies below the domain name and the full URL for where the MLS data will be posted or linked.

Please identify the domain name and the full URL for where the data will be posted or linked:

**URL FOR CHIME WEBSITE**

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If the MLS data is to be used on an Agent's website, the undersigned Requesting MLS Participant hereby acknowledges and gives consent for the undersigned Requesting Agent in the specified REALTOR Brokerage Company to utilize such data and shall be responsible for such Requesting Agent's compliance with all terms and conditions of this Agreement, including but not limited to the IDX rules.

- B. This Agreement shall not be construed to grant the Broker/Agent any ownership of the MLS data provided and expressly prohibits Broker/Agent from reconfiguring, reformatting, reselling, transmitting, downloading, copying, furnishing or otherwise making such data available to any person, firm, corporation, or other entity other than an MLS Participant/Subscriber as authorized by Provider.
- C. All parties acknowledge and agree that the precise composition of the MLS data may change from time to time and that changes in technical specifications and software or hardware requirements may be imposed by Provider. The Provider shall not be responsible for any such work or additional costs that may be incurred by Broker/Agent due to such changes.
- D. Provider shall provide a connection to the provided data for Broker/Agent's authorized use via the following means (FTP or RETS site): \_\_\_\_\_.
- E. Brokers with in-house technical assistants to map and program the data will receive access at no charge under this Agreement. However, if the Broker/Agent desires to contract with a Vendor to provide access to the MLS data on behalf of Broker/Agent, then the Vendor will have to contract with Provider through a Third Party Processing Agreement, and the Vendor shall pay all applicable fees for FTP access to the data pursuant to such Third Party Processing Agreement. Broker/Agent shall be responsible for any such Vendor's compliance with the terms and conditions of this Agreement.
- F. The term of this Agreement shall commence on the Effective Date and continue on a quarterly basis as long as no changes are made in Broker/Agent's REALTOR membership, Brokerage Company sponsorship or affiliation, or in the address of the URL or previously approved links. Any change in Broker/Agent's REALTOR membership, Brokerage Company sponsorship or affiliation, or address of the URL or previously approved links will require all parties to enter into a new Agreement to have FTP access to the data. Either party may cancel this Agreement on thirty days notice to the other party. Further, Provider reserves the right to terminate Broker/Agent's access to MLS data without notice for non-compliance with the terms of this Agreement.

- G. This Agreement provides no endorsement or implied recommendation of the Broker/Agent's product, program or service. Broker/Agent hereby agrees to indemnify and hold Provider and its officers, directors, shareholders, employees, and representatives harmless from and against any and all claims, demands, and actions, and any liabilities, damages, or expenses resulting there from, including court costs and reasonable attorney's fees, arising out of or relating to the Broker/Agent's access to or use of the provided MLS data.
- H. THE MLS DATA IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- I. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, and exclusive jurisdiction and venue for its enforcement shall be maintained in a court of competent jurisdiction in Bexar County, Texas.
- J. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, representations, proposals, discussions, and communications of the parties, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the parties sought to be bound.
- K. Broker/Agent shall not assign its rights or obligations under this Agreement without the prior express written consent of Provider.
- L. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute a single agreement. This Agreement may be executed and delivered by facsimile transmission, and a signature executed by one party and delivered to the other party via facsimile transmission shall be binding on the executing party to the same extent as a manually signed and delivered original.

WHEREFORE, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

PROVIDER:  
San Antonio Board of REALTORS(R)

BROKER/AGENT

By: \_\_\_\_\_

By: **BROKER'S SIGNATURE** \_\_\_\_\_

Name: Gayle A. Ludemann

Name: **BROKER'S NAME**

Title: MLS Director

Title: **POSITION**

As Authorized by:

Date: **DATE SIGNED**

By: \_\_\_\_\_

License Number: **BROKER'S LICENSE NUMBER**

Name: Gilbert Gonzalez, CEO


Name of Brokerage Company:

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

**BROKERAGE NAME**

VENDOR

Name of Requesting Agent (if applicable):

By: 

**AGENT'S NAME**

Name: Myla Landayan

Signature: **AGENT'S SIGNATURE**

Title: MLS Coordinator

Date: 11/7/2019

Date: **DATE SIGNED** T

Phone: 8559817557

Agent License Number: **AGENT'S LICENSE NUMBER**

Email: mls\_support@chimeinc.com

Do any other agents of this Brokerage Company display IDX data on their websites? Please list:

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Agent Name

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URL

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Agent Name

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