

Data Licensing Agreement for Internet Data Exchange (IDX)

THIS AGREEMENT is entered into by and between Sutter Yuba Association of REALTORS® MLS, and AGENT (hereafter referred to as "**Participant**") and Chime Technologies, Inc. (hereafter referred to as "**Vendor**") effective the date set forth on the signature blocks.

RECITALS

Participant desires to obtain from the Sutter Yuba Association of REALTORS® MLS the listing data contained in the IDX. Participant has engaged the services of Vendor to perform data downloading, manipulation, web design, programming and formatting. Vendor may retain the services of others to perform a portion of the services and provide a finished product for Participant.

Participant is the broker of record for BROKER (Subscriber). If the services and products to be delivered by Vendor are for use by Subscriber, this agreement shall also be executed by Subscriber. It is the intention of the parties that both Subscriber and Participant shall be jointly and severally liable for performance of all terms and provisions of this agreement. Wherever the term "Participant" is used it shall also mean "Subscriber".

1. DEFINITIONS:

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

Association. The Sutter Yuba Association of REALTORS®.

Confidential Information. Any confidential or proprietary information of Association including, without limitation, source codes, software, tools, designs, plans, or any other information relating to any research project, work in process, future development, marketing or business plan or financial or personnel matter relating to Association present or future products, sales, suppliers, customers, employees, members, or business, which information is disclosed by or on behalf of Association to Participant or Vendor, whether tangible or intangible, and whether or not disclosed in oral, written, graphic, photographic, or electronic form and whether marked "confidential" or "proprietary" or not. All such information received during the parties' relationship is considered confidential unless marked otherwise. The MLS Data and the Database, including its structure or arrangement, shall be considered Confidential Information for all purposes of this Agreement. The specific terms of this Agreement also shall be considered Confidential Information. The term "Confidential Information" does not include information that

- (i) is or becomes generally available to the public through no fault of the receiving Party;
- (ii) can be demonstrated by credible evidence as having been rightfully known to the receiving Party prior to the time of its disclosure, or to have been independently developed by the receiving Party;
- (iii) is subsequently learned from a third party not under a confidentiality obligation to the disclosing Party, or
- (iv) was required to be disclosed by operation of law or a court order.

Vendor. A Vendor is defined as a person, company or entity who is not an employee of the Participant or Subscriber who acts to assist an IDX Participant or Subscriber in performing downloading, manipulation or formatting or receiving, presenting, housing as well as programming and web design or distributing the IDX data over the Internet or by any other method to members of the public. Such Vendors must agree to comply with this Agreement. A "Vendor" is sometimes referred to as a Secondary Participant and Vendor.

Consumer. A consumer is a member of the public, an end user, who has access to the IDX data through the web site of an IDX Participant or Subscriber and who is seeking a property for their own use or is seeking general information for their personal use but not for a business use.

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Content. Separately or collectively as applicable, all information provided by Participants of the MLS including but not limited to personally identifiable information of buyers and sellers and any other individuals or entities, pending sales, off market listings, text, images, maps, audio, video, software and other informational content and data, MLS Participant/Subscriber information and any compilation, collection or combination of any of the foregoing.

Database. [INSERT DEFINITION OF "DATABASE"]

Firm. The entity registered with the Association under which the Participant/Subscriber is doing business.

Internet Data Exchange Data Base (IDX). The current aggregate compilation of only ACTIVE, PENDING, and SOLD listings of all Internet Data Exchange Participants of the Sutter Yuba Association of REALTORS® MLS. Those listings where the property seller has opted out of Internet publication, and this has been so indicated by the listing agent on the listing input information submitted to the MLS, are excluded. The Sutter Yuba Association of REALTORS® owns the IDX Data originating from its MLSs, and the compilation of that data is protected under copyright law.

Internet Data Exchange Participant (IDX). The Participant who has not declined to give permission to other IDX Participants and their agents to display its active, pending and sold listings on their websites in return for their permission to advertise their listings on its website.

IDX Data. The data supplied by the MLS specifically for use by the IDX Participants/Subscribers on their websites and using application for mobile devices that said participating Broker and R.E. Subscribers control. The provided data includes only those data fields from the MLS that are approved by the Association for distribution to the public by Participants/Subscribers.

Listings. For the purpose of this Agreement, listings are defined as Active, Pending, and Sold listings. Active listings are listings that are not in an off-market status, such as pending, sold, withdrawn, or expired. Pending listings are listings that are off-market and recorded in the MLS under Pending Status. Sold listings are listings that are off-market and recorded in the MLS under Sold Status. No other off-market statuses are allowed for IDX display.

Multiple Listing Service (MLS). A service or entity as defined in California Civil Code, Section 1087, and collects and disseminates information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Service may also include, without limitation, the provision of data processing, technical support, consulting and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property.

MLS Data. The compilation of data and content relating to real estate entered into the MLS database by the MLS Participants and Subscribers of the Sutter Yuba Association of REALTORS® MLS (NCAOR) and protected under copyright law.

Participant. A Broker Participant (often the Designated REALTOR®(DR) for a firm) is defined as any individual broker who applies and is accepted by the MLS and meets the requirements listed in the Association's MLS Rules and Regulations.

Receiving Party. A Participant, Subscriber, or their Vendor, or any one of them acting in accordance with the Association's MLS IDX Rules and Regulations.

Rules. The Sutter Yuba Association of REALTORS® MLS Rules and Regulations and any operating policies of the

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Association relating to IDX, as amended from time to time.

Secondary Participant and Vendor. See definition for a Vendor.

Subscriber. An individual, usually a Broker or Agent who is operating subordinate to a Participant who applies and is accepted by the MLS, and meets the requirements of the Association's MLS Rules and Regulations. For purposes of this agreement, all references to Participant shall include Subscriber, and the obligations, liability and performance of this agreement shall be jointly and severally as between Participant and Subscriber.

2. GRANT OF LICENSE:

(a) Subject to the terms and conditions of this Agreement, Association hereby grants to Participant and Vendor during the Term a limited, revocable, non-exclusive, non-transferable License to access and use, in the manner authorized by Association herein, the MLS Data for the sole purpose of integrating the MLS Data into the Participant and Vendor Offerings for the benefit of Participant and for no other purpose.

(b) Nothing herein shall be construed as a grant of any other right or license to Participant and Vendor to access or use the MLS Data, or the Database, except as expressly set forth herein, without Association' prior specific written permission, which permission may be withheld in Association's sole and exclusive discretion.

3. CONDITIONS OF USE.

(a) Acknowledgement of MLS Rules and Data Use Policy. Participant and Vendor acknowledges that it has read, and will comply with, the MLS Rules and the Data Use Policy available through Association, either at its website or by request, as amended from time to time, in connection with its rights to access and use the MLS Data.

(b) Consumer Privacy and Information Security. Participant and Vendor shall comply with all applicable privacy and information security laws including but not limited to security breach notification laws. In the event a security breach of the computerized system used by Participant or Vendor containing MLS Data results in access or use by an unauthorized third party, Participant and Vendor shall notify Association by confirmed email or confirmed telephone within twenty-four (24) hours of its discovery by Participant and Vendor. Participant and Vendor shall also take all reasonable steps, in accordance with commercially reasonable security practices, to protect the security and privacy of the MLS Data from unauthorized access, use or disclosure. Other than as necessary to perform its rights and obligations under this Agreement, Participant and Vendor shall not use or disclose the MLS Data without the prior consent of Association.

(c) Suspension or Termination. Participant and Vendor expressly understand that the MLS Data and the Database may be Seeded, Watermarked and Monitored by Association and Association hereby reserves the right to suspend or immediately terminate this Agreement upon notice to Participant and Vendor pending investigation of any evidence or allegation that Participant and Vendor have breached the terms and conditions of this Agreement, or that notice has been received that Participant and Vendor are in breach of any governmental rules, regulations or statutes, and that such breach may interfere with the Parties' performance of this Agreement.

(d) Audit and Review of Content Use. Association has the right and authority to audit and review Participant and Vendor's use of the MLS Data and the Database, in connection with Participant and Vendor's rights and obligations under this Agreement. Participant and Vendor shall make its Offerings and associated records, files and responsible personnel accessible to Association upon request for purposes of Association' review of Participant and Vendor's full compliance

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with this Agreement.

(e) No Modification or Derivative Works. Participant and Vendor shall neither modify nor create derivative works based on or containing the MLS Data unless specifically authorized in writing by Association. Participant and Vendor may reformat the MLS Data or display fewer than all data elements of the MLS Data provided to Participant and Vendor. If any modifications or derivative works are authorized by Association, they shall remain the sole and exclusive property of Association, and Participant and Vendor agrees to and hereby does assign any and all rights to such modifications and works to Association. To the extent permitted herein or authorized in writing by Association, other data may be added to or combined with the MLS Data, provided in each case the source of such other data is clearly identified. Data compilation of charts and graphs are permissible and owned by the Participant / Vendor.

(f) Broker Permissions. Participant and Vendor understand and agree that proper broker authorization is required for all Participant and Vendor Offerings that incorporate MLS Content. Participant and Vendor shall provide to Association an executed copy of all agreements between Participant and Vendor, and all agreements between Vendor and any subcontractors used by Vendor. Any and all agreements between Vendor and any subcontractor shall include a provision whereby subcontractor agrees to be bound by the terms of this Agreement. Participant and Vendor shall comply with the MLS Rules and the Rules Applicable to the Display of MLS Data.

(g) No Intellectual Property Rights. This Agreement does not convey or grant to Participant and Vendor an interest in the Database or the MLS Data but only a limited right to use and display the MLS Data revocable in accordance with the terms hereof. In the event of any claim for infringement or misappropriation of the Database or the MLS Data, all damages awarded and other awards and recoveries shall be the exclusive property of Association and all such amounts shall be paid to Association. In the event Participant and Vendor obtains possession or control of any such damages or awards, it agrees to hold all such funds as trustee in trust of the exclusive benefit of Association. Licensee agrees that it will not challenge or take any action inconsistent with Association's rights to the Database or the MLS Data.

(h) Trademarks. Participant and Vendor shall not use or refer to Association or any trademark, service mark, logo or trade name belonging to Association, in any advertising or marketing materials or customer solicitation, without Association's prior express written permission.

(i) Marketing Material Review. Association shall have the right to review the content and methods of Participant and Vendor's advertising, marketing and solicitations directed at Association Participants pertaining to Participant and Vendor Offerings, including the content, methods and frequency thereof. Association may disallow specific content, methods and/or frequency of Participant and Vendor's advertising, marketing and solicitations directed at Association Participants if deemed objectionable by Association in the exercise of its business judgment and discretion. In addition, Participant and Vendor shall promptly respond to requests or complaints made by other Association Participants and Subscribers pertaining to Participant and Vendor Offerings or to any advertising, marketing or solicitation with respect to such Participant and Vendor Offerings.

(j) Restriction on Transfer. Participant and Vendor shall not sublicense, sell, transfer, distribute, publish, loan, lease, exchange, store or give, or provide access to, the MLS Data or the Database to anyone, including, without limitation, any parent, subsidiaries, affiliated entities or contractors of Participant or Vendor except as expressly authorized in writing by Association.

(k) Restriction on Violation of Laws. Participant and Vendor shall not use the MLS Data or the Database, for any purpose or in any manner that infringes on any third parties' Intellectual Property Rights or violates any federal or state law, statute,

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ordinance or regulation, including, without limitation, the Real Estate Settlement Procedures Act and laws governing unfair competition, unfair and deceptive practices, anti-discrimination and false advertising.

(l) Restriction on Vendors. Participant and Vendor shall not permit any independent Vendors or contractors, whether affiliated with Participant or Vendor or not, to access or use the MLS Data or the Database unless Participant or Vendor has engaged them to assist Participant or Vendor in connection with work which is the subject of this Agreement and Participant and Vendor have delivered to Association within three (3) days of engagement of such independent Vendor or contractor, an executed copy of all agreements between Participant and/or Vendor and such independent Vendor or contractor. Every such contract shall contain specific language that such independent Vendor or contractor shall comply with and be directly liable to Association for compliance with and full performance of this agreement.

(m) Charges for service. Association reserves the right to charge for any service provided under this agreement. Association shall advise Participant and Vendor of such charges and any changes in such charges. Failure to pay any such charges within the time frame set by Association on its billings shall constitute a breach of this agreement and, at the sole and exclusive discretion of Association, allow for immediate termination.

(n) The RETS Feed (defined below in Section 4) is provided solely for the purpose of providing IDX information for pre-approved Association MLS Participants and Subscribers. The products and services provided herein by Association may be terminated immediately upon the termination of Participant's access to the MLS Data.

(o) Vendor shall provide to Association on or before the fifth day of each month during the term of this agreement a list of current IDX Subscribers in the format required by that Association which is provided upon ratification of this agreement. Vendor shall notify Association of any change(s) in the product/services provided by Vendor at least thirty (30) days prior to any such change(s). All changes must be approved by the Association prior to use in Vendors offerings.

4. ASSOCIATION OBLIGATIONS:

(a) During the term of this Agreement, the Association grants to Participant a license, in each case subject to the Rules, to:

- (1) Display the IDX Data on Participant/Subscriber public website, and
- (2) Make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Participant/Subscriber's public website.

(b) During the term of this Agreement, the Association agrees to provide to Participant/Subscriber and the Vendor:

- (1) Access to the IDX Data via the Internet using Real Estate Transaction Standard ("RETS"), under the same terms and conditions the Association offers to other IDXP's;
- (2) Seven (7) days' notice of changes to the file and/or record formats of the IDX Data; and
- (3) Seven (7) days' notice of changes to the IDX Rules.

5. PARTICIPANT'S/SUBSCRIBER'S OBLIGATIONS

(a) As the IDX includes IDX data from the SYAOR MLS, Participants and Subscribers shall comply with the IDX Rules of SYAOR at all times. The Participant and Subscriber shall also comply with the Rules at all times.

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- (b) Participant and Subscriber acknowledge the Association's ownership of the copyrights on the MLS Data and IDX Data.
- (c) Participant and Subscriber shall keep all displayed data current and update their public website at least every 12 hours.
 - (1) For Active listings: Listing that are no longer active must be removed from the Participant/Subscriber public website within 12 hours of removal of the listing from the IDX data.
 - (2) For Pending Listings: Listing that are no longer pending must be removed from the Participant/Subscriber public website within 12 hours of removal of the listing from the IDX data.
 - (3) For Sold listings: Listings in Sold status may be displayed and stored by the IDX Vendor for no more than 3 years.
- (d) Daily update downloads to be no more than 3 times a day.
- (e) Full downloads may be pulled only after 6:00 p.m., Monday through Friday. No time restriction for weekends.
- (f) Participant and Subscriber shall comply with the requirements relating to Confidential Information set forth below.
- (g) In the event that Participant and Subscriber desire to use a third party for the development and maintenance of the Participant's/Subscriber's public website, Participant and Subscriber agree to require such party to execute this Agreement and become a Vendor as defined herein.
- (h) If Participant, Subscriber or Vendor breach this agreement or any MLS Rule or Regulation and do not cure such breach within three (3) business days following receipt of Notice given pursuant to the provisions of this agreement, Participant/Subscriber and Vendor agree the Association may seek cure by any and all appropriate legal means necessary. In addition, the Association may immediately, at its sole discretion, terminate access to IDX Data to Participant, Subscriber and Vendor, irrespective of which party breached the agreement.
- (i) Participant/Subscriber shall notify the MLS within three (3) business days of any change in the information relating to Participant/Subscriber on the Information and Signature pages attached.
- (j) A Broker Participant or R.E. Subscriber may co-mingle the listings of other Participants with listings from other MLS sources on its website, provided all such displays are consistent with these rules. Co-mingling is (a) the ability for a visitor to the website to execute a single search that searches any portion of the IDX database at the same time it searches listing data from any other source(s); or (b) the display on a single web page or any portion of the IDX database and listing data from any other source.
- (k) Participant/Subscriber shall be jointly and severally responsible at all times for any breach of this agreement by Vendor.
- (l) IDX is solely intended to allow Subscribers and Participants to display IDX Data on their public internet sites. IDX is in no way intended to negate prohibitions contained within the MLS rules, or the REALTOR® Code of Ethics, which prohibits advertising of another agent's listings. Notwithstanding anything to the contrary contained herein, Participant and Subscriber shall be jointly and severally liable for all acts and omissions of Vendor.

6. VENDOR'S OBLIGATIONS

- (a) If there is a breach of this agreement, the MLS Rules and Regulations or any other rule governing the access to the

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MLS Data, irrespective of the party committing the breach, the Association may, at its sole and exclusive discretion, directly contact the Vendor, to discuss cure of the breach. Vendor agrees to cooperate with the Association and immediately respond to any contact by the Association, including, but not limited to, responding to an uncured breach by Participant or Vendor.

(b) Vendor acknowledges the Association's ownership of the copyrights and proprietary rights of Association to the MLS Data and the IDX Data, and Vendor specifically agrees not to commit any act or omission which might compromise Association's copyrights and proprietary rights to the MLSData.

(c) Daily update downloads shall not be more than 3 times a day.

(d) Full downloads may be pulled only after 6:00 p.m., Monday through Friday. There is no time restriction for weekends.

(e) Vendor shall comply with the Confidential Information requirements as set forth below. Notwithstanding anything to the contrary contained herein, Participant remains responsible for the compliance of their Vendor in any activity performed by their Vendor regarding the IDX data or its elements and systems.

(f) Each Vendor shall notify the MLS within five (5) business days of any change to the information relating to it on the Vendor Information and Signature page attached. Vendor shall be obligated to assure full compliance with each and every provision of this agreement, including, but not limited to, obligations of Participant and Subscriber.

7. CONFIDENTIAL INFORMATION

(a) Confidential Information includes but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):

1. All MLS Data including photographs, except the IDX Data to the extent to which this Agreement and the Rules permit disclosure and that is provided in the data contained in the IDX RETS data feed from the MLS;
2. All documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
3. Software, source code, object code, diagrams, and flow charts;
4. Techniques, procedures;
5. IP addresses, access codes, passwords;
6. Any information that the Association obtains from any third party that the Association treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Association; and
7. Firm, Participant, and Subscriber roster information that appears in the MLS Database.

(b) Title. The Receiving Party acknowledges that title to and ownership of the Confidential Information remains at all times with the Association or with the third parties in whom title and ownership existed prior to this Agreement or prior to disclosure by the Association. Notwithstanding anything to the contrary contained herein, nothing contained in this agreement shall be deemed to be a conveyance of title or ownership to any intellectual property, proprietary right or other property, including, but not limited to the MLS Data or any listing information.

(c) Restrictions on Use – Scope of Use. The Participant/Subscriber will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules, and the Participant/Subscriber will not use its access or the

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Confidential Information for any other purpose. The Receiving Party will employ care and measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

(d) Restrictions on Use – Unauthorized Uses. The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of the Association to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.

(e) Restrictions on Use – No Third-Party Access. Only the Receiving Party’s own employees will access the Confidential Information on a need to know basis. The Receiving Party will not provide access to the Confidential Information to third parties, including Vendors or independent contractors, without prior written consent from the Association. If the Association grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.

(f) Restrictions on Use – Location restriction. The Receiving Party will not remove the Confidential Information from its principal place of business without the Association’s prior written consent. In the event the Association grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

(g) Terminations and Return of Materials. Within five (5) days of the end of the term of this Agreement or upon termination of this Agreement, the Receiving Party will return to the Association all Confidential Information and all other materials provided by the Association to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of the Association, an officer of the Receiving Party will certify in writing that all materials have been returned to the Association and all magnetic or computer data have been destroyed.

8. TERM AND TERMINATION

Term and Termination. The term of this Agreement begins on the “Effective Date”. The Effective Date is the date Association dates and signs this agreement. The Association has the right at any time without notice and in its sole and exclusive discretion to terminate this Agreement. In addition, this Agreement shall terminate upon the occurrence of any of the following events:

- a. The Association’s notice to Participant and Vendor this Agreement is terminated,
- b. Notice to the Association from either Participant or Vendor of termination,
- c. Termination of Participant or Subscriber’s privileges as a Participant or Subscriber of the Multiple Listing Service of the Association for any reason, including non-payment of MLS dues or fines.
- d. Upon agreement of the parties,
- e. Upon any breach by Participant, Vendor or any independent contractor of Vendor of any term or provision of this agreement.

9. GENERAL PROVISIONS:

(a) Survival of Obligations. The obligations of Participant/Subscriber set forth under “Participant/Subscriber” above and the obligations of Vendors under “Vendors’ Obligations” above, and the provisions regarding “Confidential Information”

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shall survive the termination or expiration of this Agreement.

(b) The Association’s Remedies. Because of the unique nature of the MLS Data and Confidential Information, Firm and Vendor acknowledge that the Association would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement, and that monetary damages would be inadequate to compensate the Association for a breach. The Association is therefore entitled in addition to all other forms of relief, injunctive relief as may be necessary to restrain any continuing or further breach by Firm or Vendors or any one of them, without showing or proving any actual damages sustained by the Association.

(c) The parties agree that if Participant, Subscriber, Vendor, or any of them, breach any of their obligations under the terms of this Agreement, then determining the resulting damages to Association would be impracticable or extremely difficult. Therefore, the parties agree that, in the event of such a breach, Participant, Subscriber and Vendor shall jointly and severally be liable to pay Association the sum of \$5,000 as liquidated damages for each violation. This remedy shall be in addition to the relief set forth in subsection (b).

(d) Attorney’s fees. In the event, it becomes necessary to enforce the terms and provisions of this agreement through arbitration or litigation, the prevailing party shall be entitled to all costs of arbitration or litigation, including but not limited to court or arbitration costs and attorneys' fees.

(e) Limitation of Liability. The Association’s liability to Participant/Subscriber and Vendor for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by the Participant/ Subscriber and Vendor to the Association, if any, under this Agreement. The Participant's/Subscriber’s and Vendor’s only other remedy shall be termination of this Agreement. The Association shall not be liable for any incidental or consequential damages under any circumstances, even if the Association has been advised of the possibility of such damages. The Association shall have no liability for inaccuracies in the IDX Data or the MLS Data. THE ASSOCIATION MAKES NO WARRANTY WITH RESPECT TO THE MLS DATA OR THE IDX DATA, WHETHER EXPRESS OR IMPLIED. THE ASSOCIATION SPECIFICALLY EXCLUDES AND DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(f) Notice. In the event, it is necessary or deemed otherwise appropriate to provide Notice to a party to this agreement, such Notice shall be deemed given If personally delivered to a party during normal business hours or when delivered by an overnight courier service providing tracking and proof of delivery and addressed as follows:

To Association:
Sutter Yuba Association of REALTORS®
1558 Starr Drive, Yuba City, CA 95993
Attention:
MLS Compliance

To Participant: _____ AGENT ADDRESS (LIKE WHAT MLS PUT ABOVE) _____
To Subscriber: _____ BROKER ADDRESS (LIKE WHAT MLS PUT ABOVE)

To Vendor: 420 E South Temple, Suite 270
Salt Lake City, UT 84111

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- (g) 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.
- (h) No Assignment. Neither Participant/Subscriber nor Vendor, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of the Association.
- (i) Entire Agreement. 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. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.
- (j) Applicable law. This Agreement is governed by and enforced according to the laws of the State of California, including Arbitration in accordance with the MLS Rules and Regulations of the Sutter County Association of REALTORS®. Any action shall be brought forth within the jurisdiction of Sutter County, California.

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EXHIBIT A **Data Display Policy**

With respect to the display of the Licensed Content, Participant / Vendor makes the following representations as to how the data will be displayed, with what other information it may be juxtaposed, and other assurances as to the ongoing business relationship between Participant / Vendor and Provider.

1. Always display the listing agent. Listing agents will have the opportunity for their name and photo to appear adjacent to each of their listings on the website. The Listing Agent will be shown in the first position of the contact form on the listings details page for that Listing Agent's listings. The agent and/or brokerage's contact information will be displayed below each of their listings.
2. Always show the listing brokerage – all listing brokerages appear on their listings, including phone number and provided links to the brokerage or MLS website, so consumers can connect with the brokerage when desired.
3. Clearly identify all parties - Listing agents, buyer's agents, and property advertisements will be clearly identified as such.
4. Not re-syndicate, redistribute, or sub-license Licensed Content for display on other websites, except as provided for in this agreement, without the express written consent of Provider provided in the Licensed Content Agreement.
5. Keep listing information current and accurate. Listings with the wrong status or inaccurate information will be removed or corrected within one business day of being reported to Participant / Vendor and will not be reposted unless verified by Provider. Provider staff will have a direct phone number and a dedicated email address to flag a listing for immediate review. Participant / Vendor seeks the most direct route to the source of listing information and will use the most frequent update schedule available from each source to refresh listings as often as the source will allow.
6. Always show source. The name of the Provider will always be displayed. Provider logo will also be displayed on all platforms that support such display.

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IN WITNESS, WHEREOF the parties hereby execute said agreement as of the date set forth below.

Dated: _____

“Association”

Sutter Yuba Association of REALTORS®, a California nonprofit mutual benefit corporation

[signature] _____

Name: _____

Contact number: _____

Dated: _____

“Participant”

AGENT

[signature] _____

[name] _____

Contact Number: _____

[MLS ID] _____

Dated: _____

“Subscriber”

BROKER

[signature] _____

[name] _____

[MLS ID] _____

Dated: 6/6/2017

“Vendor”

[signature]  _____

[name] Matthew Murphy

Contact Number: 888-342-9698



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Sutter Yuba Association of REALTORS®

Multiple Listing Service

IDX (Internet Data Exchange) Vendor/Participant Information and Signature Page

Vendor Company Name: Chime Technologies, Inc.

Vendor Name: Matthew Murphy Title: CMO

Address: 420 E South Temple, Suite 270 E-mail address matt@chimeinc.com

City: Salt Lake City State: UT Zip: 84111 Phone: _____

I CERTIFY THAT I HAVE RECEIVED A COPY OF THE FULL TEN (10) PAGE "DATA LICENSING AGREEMENT FOR INTERNET DATA EXCHANGE (IDX)" TO WHICH THIS SIGNATURE APPLIES AND THAT I AGREE TO ABIDE BY THE RULES AND GUIDELINES SET FORTH WITHIN THAT AGREEMENT AND THE ASSOCIATED POLICIES AND DOCUMENTS.

Vendor Signature 

Print Name Matthew Murphy

Date: 06 / 06 / 2017

Firm Name (as seen on the MLS): CHIME TECHNOLOGIE INC Office Code: _____

Participant(Broker) Name: AGENT MLS Login ID: AGENT Title: AGENT

Subscriber Name: BROKER MLS Login ID: _____

(If different than Participant)

Participant's E-mail address: AGENT Subscriber's E-mail address: BROKER'S EMAIL ADDRESS

Firm Street Address: 420 E South Temple, Suite 270

City: SALT LATE CITY State: UT Zip: 84111 Phone: 888-342-9698

Websites requesting IDX data display: http:// IDX DATA CHIME CREATED & AGENT FINAL WEBSITE



Data Licensing Agreement for Internet Data Exchange (IDX)

I CERTIFY THAT I HAVE RECEIVED A COPY OF THE FULL TEN (10) PAGE "DATA LICENSING AGREEMENT FOR INTERNET DATA EXCHANGE (IDX)" TO WHICH THIS SIGNATURE APPLIES AND THAT I AGREE TO ABIDE BY THE RULES AND GUIDELINES SET FORTH WITHIN THAT AGREEMENT AND THE ASSOCIATED POLICIES AND DOCUMENTS

This Agreement is entered into on behalf of the above-identified Firm by:

Participant Signature AGENT'S SIGNATURE

Date: __/__/__

Subscriber Signature BROKER'S SIGNATURE

Date: __/__/__

Participants/Subscribers - Please sign and return to IDX vendor who will complete and return to the SYAOR MLS.