

Austin/Central Texas Realty Information Services Participant Content Access Agreement

This **AGREEMENT** is made and entered into by Austin/Central Texas Realty Information Services (“**ACTRIS**”), with offices at 4800 Spicewood Springs Road, Austin, Texas 78759; and Chime Technologies, Inc. (“**Firm**”), with offices at 420 E. South Temple, Suite 270, Salt Lake City, UT 84111; and the Subscriber(s) and/ or Participant(s) named from time to time in Content Transfer Authorizations attached hereto (ACTRIS, Firm and Subscriber and/ or Participant each a “**Party**” and together, the “**Parties**”).

DEFINITIONS

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

ACTRIS Content: Information relating to real estate for sale, previously sold, or listed for sale and data relating to Subscribers and Participants (including text, photographs, and all other data formats now known or hereafter invented) entered into ACTRIS’s databases by Subscribers, Participants and ACTRIS, or on their behalf.

ACTRIS Policies: The ACTRIS Rules and Regulations and Terms and Conditions of Use, available at www.abor.com/abor_resource/mls-rules-2, as may be amended from time to time, and any operating policies relating to the ACTRIS Content promulgated by ACTRIS including, where applicable, the Austin Board of REALTORS® Third-Party Publisher Contractual Requirements (“the Publisher Guidelines”).

Confidential Information: “Confidential Information” means all information disclosed in tangible or intangible form (whether orally, visually, or in audio, written or other form), (i) concerning the business or technology of ACTRIS and/ or its affiliates, including, without limitation (a) all ACTRIS Content, except to the extent to which this Agreement and the ACTRIS Policies permit its disclosure, (b) IP addresses, access codes and passwords, (c) any information that ACTRIS obtains from a third party that ACTRIS treats as proprietary or designates as Confidential Information, whether or not owned or developed by ACTRIS, and (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive; (ii) that is designated “confidential” by ACTRIS; or (iii) that the Firm and/ or Subscriber and/ or Participant may obtain knowledge of, or access to, as a result of, or in connection with, this Agreement. Notwithstanding the forgoing, Confidential Information does not include information (w) that is or becomes publicly available other than by unauthorized disclosure by the receiving Party; (x) is lawfully and independently developed by the receiving Party; (y) is lawfully and independently received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or (z) is already possessed by the receiving Party prior to disclosure, as demonstrated by contemporaneously dated documentation.

Interface: The transport protocols and data storage formats provided by ACTRIS for use by Firm, as ACTRIS may change or modify them at any time, and from time to time.

Participant: “Participant” shall have the meaning ascribed to it under ACTRIS Policies.

Subscriber: “Subscriber” shall have the meaning ascribed to it under ACTRIS Policies.

Syndication: To the extent such right is granted by a Participant hereunder, “Syndication” shall refer to Firm’s right to provide selected Licensed Content for publication on the Firm’s webpage or a specified third party webpage.

Publisher: A website not owned or controlled by an ACTRIS Participant which publishes ACTRIS Content as directed by a Participant. Under this agreement, all Publishers of ACTRIS Content shall be subject to the Publisher Guidelines.

GRANT

2. Subject to Firm’s compliance with the terms of this Agreement and ACTRIS Policies, ACTRIS grants to Firm a non-exclusive, limited-term, revocable license (with no rights to sublicense other than such Syndication rights which may be granted by a Participant hereunder) to make copies of, display, perform, and, if not otherwise prohibited by the ACTRIS Policies, make derivative works of the ACTRIS Content specified herein and in certain attachments referencing this Agreement (each such attachment, a “**Content Transfer Authorization**” or “**CTA**”) that are signed or electronically approved by the Parties from time to time, a form of which is attached hereto as Schedule B, during the term of this Agreement. Each CTA shall include (i) the scope of ACTRIS Content to be provided to Firm (the “**Licensed Content**”), (ii) the Subscriber(s) and/ or Participant(s) for whom the Firm shall provide services relating to such Licensed Content, (iii) the permitted URL(s) for display of Licensed Content, (iv) whether the Licensed Content will be Syndicated, and, if so, (v) to which websites it will be Syndicated subject to the Publisher Guidelines, and (vi) the signature of the authorizing Participant (such information, collectively, the “**Specifications**”; and any Work Product to be created by Firm and the services to be performed by Firm hereunder, together the “**Services**”). This paragraph 2 and the attached CTA set forth the entirety of Firm’s rights to use and distribute the Licensed Content. Without limiting the foregoing, Firm will not, directly or through others:

(i) market, license, distribute, transfer or otherwise exploit the Licensed Content except as expressly authorized under this Agreement;

(ii) sell, lend, rent, give, assign, transfer or dispose of the Licensed Content except in accordance with this Agreement;; or

(iii) remove, obscure or alter any notice of copyright, trademark or proprietary right included with, appearing in or on, or required to appear in or on, the Licensed Content

Firm’s rights with respect to Licensed Content shall terminate upon the earlier of (y) termination of this Agreement or (z) termination of the CTA under which such Licensed Content is identified. ACTRIS retains all rights not expressly granted herein.

3. ACTRIS agrees to provide to Firm, during the term of this Agreement, (i) access to the Licensed Content via the Interface under the same terms and conditions ACTRIS offers such Licensed Content to Subscribers, except as modified in this agreement or the CTA; (ii) seven days advance notice of changes to the Interface; and (iii) seven days advance notice of changes to the ACTRIS Policies. ACTRIS undertakes no obligation to provide technical support for the Interface or the Licensed Content.

FIRM’S OBLIGATIONS

4. Firm shall comply with the ACTRIS Policies at all times. In the event of any perceived conflict between the ACTRIS Policies and this Agreement or the Specifications, the ACTRIS Policies shall prevail and govern.

5. Any use of Licensed Content other than as set forth herein and in the Specifications is strictly prohibited. Firm shall not make any ACTRIS Content or Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Firm may display the Licensed Content on a web site available to the public only to the extent permitted by the ACTRIS Policies and then only on a site resident at the second-level domain indicated on the CTAs to this Agreement.

6. Firm shall maintain and develop a plan to document adequate: (i) security controls with respect to Licensed Content, such as logical access controls including user sign-on identification and authentication, data access controls (e.g. password protection of applications, data files, databases, repositories and libraries where Licensed Content is stored and/ or displayed, as well as for such content or data Firm prepares on behalf of a Subscriber and/ or Participant); and (ii) record-keeping processes and policies for all security data events in accordance with legal and regulatory requirements applicable to Firm. If Firm discovers any unauthorized access to or use of Licensed Content or Confidential Information other than as permitted under this Agreement (an “**Incident**”), Firm shall promptly notify ACTRIS and the applicable Subscriber(s) and/ or Participant(s) of such Incident. Firm shall perform a diligent investigation of all Incidents and shall provide ACTRIS and the applicable Subscriber(s) and/ or Participant(s) with a detailed report of the investigation and its findings, at Firm’s expense. Firm further shall provide reasonable cooperation to ACTRIS and the applicable Subscriber(s) and/ or Participant(s), in such Parties’ investigations of any Incident caused by a breach by Firm of its obligations under this Agreement, including the cost to ACTRIS and the applicable Subscriber(s) and/ or Participant(s) to provide notices to third parties.

7. Firm acknowledges and agrees that ACTRIS shall retain all of its patent, copyright, trade secret, trademark or other intellectual property or proprietary rights (collectively, “**Intellectual Property Rights**”) in any text, images or other components or content owned and transmitted to Firm under this Agreement and through the Interface.

8. Upon ACTRIS or any applicable Subscriber(s) and/ or Participant(s)’ request with reasonable notice, Firm will permit technical, financial and operational audits of Firm and its affiliates, related to the subject matter of this Agreement, by the internal and external auditors and personnel of ACTRIS and any applicable Subscriber(s) and/ or Participant(s) and regulators (collectively, “**Auditors**”). Audits by internal or external auditors and personnel of any one Recipient will not occur more than twice in any calendar year. Audits shall be done during normal business hours. During each audit, Firm will grant the Auditors reasonable access to Firm’s books, records, third-party audit and examination reports, systems, facilities, controls, processes, procedures, service level measurement systems, and actual service levels related to Firm’s performance of its obligations to ACTRIS and any applicable Subscriber(s) and/ or Participant(s). Firm will, in a timely manner, fully cooperate with the Auditors and provide the Auditors all assistance as they may reasonably request in connection with the audit. The Auditors will seek to avoid disrupting Firm’s operations during the audit. If the Auditors document either an underpayment of five percent (5%) or more of the fees due to ACTRIS for the audited period or a material breach of Firm’s obligations Firm will (i) reimburse ACTRIS and any applicable Subscriber(s) and/ or Participant(s) for their reasonable cost of performing the audit, (ii) reimburse ACTRIS for any underpayment and (iii) promptly correct any identified breach; provided that, such reimbursable audit expenses shall not exceed \$30,000 in any year, except to the extent Firm is willful in not disclosing the underpayment or breach.

9. In the event Firm seeks to have personnel other than employees of Firm perform work or provide Services, any and all such personnel shall be deemed subcontractors of Firm. Under no circumstance will Firm utilize, hire, consult, or subcontract to subcontractors in connection with the provision of such Services or creation of Work Product under this Agreement or any CTA without the prior written consent of ACTRIS and the applicable Subscriber and/ or Participant(s) identified hereunder. Firm shall cause any of its subcontractors providing Services to agree in writing to, and comply with, the same terms as those herein. Subcontractors must also agree in writing not to use or share RETS credentials for any purpose other than performing services for Firm. Firm shall be responsible for any failure of any subcontractor to comply with the terms and conditions of this Agreement. Firm will remain solely responsible for all Services and will be liable for any subcontractor's failure to perform or abide by the provisions of this Agreement.

10. If ACTRIS notifies Firm of a breach of the ACTRIS Policies or this Agreement and Firm does not immediately cure the breach, Firm shall indemnify, defend and hold Subscriber and/ or Participant and ACTRIS harmless from any costs and/ or liability arising therefrom.

11. Each reproduction or display of the Licensed Content, or any portion of it, including display on any web page, to persons other than Subscribers shall be accompanied by the following notice or one substantially similar and appropriate to the circumstances, clearly legible to viewers of the page: "Based on information from the Austin Board of REALTORS® (alternatively, from ACTRIS) for the period [date] through [date]. Neither the Board nor ACTRIS guarantees or is in any way responsible for its accuracy. All data is provided 'AS IS' and with all faults. Data maintained by the Board or ACTRIS may not reflect all real estate activity in the market."

12. Firm shall display, or cause to be displayed, the ACTRIS copyright notice on each display screen, web page (whether Internet or intranet), and printout displaying Licensed Content. The ACTRIS copyright notice must take the following form: "Copyright [date] Austin Central Texas Realty Information Services, Inc."

13. Firm shall pay to ACTRIS the fees designated in Schedule A in addition to applicable taxes. ACTRIS may, at any time, and from time to time, in its sole discretion, modify its schedule of fees upon 30 days' written notice to Firm.

CONFIDENTIAL INFORMATION

14. Firm shall protect the Confidential Information with the same degree of care it takes to protect its own sensitive business information of like kind, but in no event less than reasonable care. A Party may disclose Confidential Information if such disclosure is required by law, court order or regulation; *provided however*, that such Party makes commercially reasonable efforts to notify ACTRIS in writing in advance of such disclosure. Within five days after the termination of this Agreement or any CTA, the receiving Party shall return to ACTRIS all applicable Confidential Information and materials provided, or made available, by ACTRIS. The receiving Party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage, including system backups. Upon ACTRIS's request, an officer of the receiving Party shall certify in writing that all materials have been returned to ACTRIS or destroyed.

TERM AND TERMINATION

15. The term of this Agreement begins on the date that ACTRIS signs the Agreement. Similarly, the term of any CTA hereunder begins on the date that ACTRIS accepts

and signs such CTA. This Agreement, and all CTAs hereunder, shall terminate upon the occurrence of any of the following events: (i) immediately upon termination of Firm's privileges as a Subscriber, if applicable; (ii) immediately upon termination of Subscriber and/ or Participant's privileges as a Subscriber; (iii) 30 days after any Party's notice to the others of its intent to terminate this Agreement or any CTA(s) hereunder; or (iv) one day after any Party's notice of a breach of this Agreement, provided the breach remains uncured. In the event Firm or Subscriber and/ or Participant's privileges as a Subscriber are terminated while this Agreement is in effect and ACTRIS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if ACTRIS elects, in its sole discretion, to resume performance under paragraphs 2 and 3 hereof.

GENERAL PROVISIONS

16. **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of Texas, without regard to its conflicts and choice of law provisions. The Parties agree that this contract is formed in and is performable in Travis County, Texas, and any action to enforce or interpret this Agreement must be brought in a court of applicable jurisdiction in Travis County, Texas. The parties hereby submit to personal jurisdiction in Travis County, Texas.

17. **Survival of Obligations.** The obligations of Firm set forth herein shall survive the termination or expiration of this Agreement for five years. The "Confidential Information" and "General" provisions, as well as the meaning of all defined terms herein shall survive its termination or expiration in perpetuity.

18. **ACTRIS's Remedies.** Because of the unique nature of ACTRIS Content and Confidential Information, Firm acknowledges and agrees that ACTRIS would suffer irreparable harm in the event of a breach or threatened by Firm of its obligations under this Agreement, and that monetary damages would be inadequate to compensate ACTRIS. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, ACTRIS shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement or any CTA and/or to compel specific performance of this Agreement, and that neither Firm nor its representatives will oppose the granting of such relief.

19. **Limitation of liability/exclusion of warranties.** IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. EXCEPT FOR CLAIMS FOR INDEMNITY PURSUANT TO PARAGRAPH 21, BELOW, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNT IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000). THE PARTIES ACKNOWLEDGE THAT ACTRIS PROVIDES ALL INFORMATION UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONFIDENTIAL INFORMATION, ACTRIS CONTENT AND ANY LICENSED CONTENT ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY. NEITHER ACTRIS NOR ANY OF ITS AFFILIATES

SHALL BE LIABLE TO ANY PARTY HEREUNDER FOR ANY CLAIM ARISING FROM INACCURACIES IN THE LICENSED CONTENT, ANY FAILURE TO UPDATE THE LICENSED CONTENT PROMPTLY, OR THE LICENSED CONTENT'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL.¹

20. **Attorney's fees.** If any Party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

21. Indemnification.

(a) Firm hereby agrees to indemnify ACTRIS and the Austin Board of REALTORS®, and their members, officers, directors, employees, and agents, from and against any and all third party claims, demands, and actions, and all liabilities and losses incurred in connection with such third party claims, demands and actions, including the payment of all reasonable attorney's fees and costs, arising out of or resulting from (i) any material breach by Firm of any of the terms of this Agreement, or (ii) any claim that the Firm's use of the ACTRIS Content, whether allegedly or actually, infringes on the copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any third party, unless the source of such claim is the ACTRIS Content itself. If Firm becomes aware of any such possible infringement, Firm shall immediately notify ACTRIS in writing. ACTRIS shall have the right, at its option, to control its own defense and engage counsel acceptable to ACTRIS.

(b) ACTRIS hereby agrees to indemnify Firm, and its members, officers, directors, employees and agents, from and against any and all third party claims, demands, and actions, and all liabilities and losses incurred in connection with such third party claims, demands and actions, including the payment of all reasonable attorney's fees and costs, arising out of or resulting from (i) any material breach by ACTRIS of any of the terms of this Agreement, or (ii) any claim that the ACTRIS Content, whether allegedly or actually, infringes on the copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any third party, except to the extent that the claim results from the unauthorized modification of the ACTRIS Content by Firm. If ACTRIS becomes aware of any such possible infringement, ACTRIS shall immediately notify Firm in writing. Firm shall have the right, at its option, to control its own defense and engage counsel acceptable to Firm.

22. **Notice.** All notices to be given under this Agreement shall be mailed in a manner which allows for documentation of delivery by a third party commercial delivery service, and also contemporaneously e-mailed or sent via facsimile transmission to the Parties, at their respective addresses set forth herein or such other address of which any Party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

23. **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.

24. **No Assignment.** Firm may not assign or otherwise transfer any of its rights or obligations under this Agreement or any CTA to any other party without the prior written

consent of ACTRIS and any applicable Subscriber and/ or Participant. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.


25. **Entire Agreement.** Subject to ACTRIS Policies, 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, relating to the same subject matter.

26. **Relationship of the Parties.** The relationship of ACTRIS to the other Parties hereunder is that of independent contractors. No Party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of ACTRIS or have any authority to make any agreements or representations on the behalf of ACTRIS. Each Party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

27. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the invalid or unenforceable provision shall be replaced, to the extent possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date written below.

FIRM: Chime Technologies, Inc.


Name: Myla Landayan

Contact for notices and operations matters

Name: **Myla Landayan**

Phone: **801-917-5860**

Email: **mls_support@chimeinc.com**

Mailing: 420 E South Temple, Suite 270. Salt Lake City, UT 84111

Austin/Central Texas Realty Information Services

By: _____

Stan Martin, Austin Board of REALTORS®

Date (Effective Date): _____

Contact for notices and operations matters

Name: Stan Martin

Email: MLSdata@abor.com

Mailing: 4800 Spicewood Springs Road, Austin, TX 78759

**Schedule A to Austin/Central Texas Realty Information Services
Participant Content Access Agreement**

Fees are due upon signing contract and before the Data Feed can become active. Make checks payable to Austin Central Texas Realty Information Services, Inc. Or you may choose to pay by credit card.

1. One Time Non-Refundable Setup Fee - \$200

2. Annual Fee Based on Number of Clients:

- i. 1 client = \$350
- ii. 2-5 = \$500
- iii. 6-10 = \$1,250
- iv. 11-20 = \$2,500
- v. 21-34 = \$3,750
- vi. 35+ = \$5,500

*Fees are subject to change based upon usage. All fees are subject to state sales tax of 8.25%.

Schedule B
Content Transfer Authorization

1. Subscriber or Participant for whom Firm will provide Services:

2. ACTRIS Content to be provided to Chime Technologies, Inc. (the “**Firm**”) is limited to:

On-market property information

3. Will listing information be displayed on a Publisher’s website? **Yes** ____ **No** ____

A “Publisher” is defined as “A website not owned or controlled by an ACTRIS Participant which receives ACTRIS Content directly from ACTRIS and publishes ACTRIS Content as directed by a Participant.”

If “Yes” please complete the following:

The Listing Broker owns and controls his/her Listings and Listing Information, and the Listing Broker must authorize electronic approval through ACTRIS’ contract management platform any publication of such Listing Information by a Publisher. Publication of listings with a Publisher is subject to the terms of the content access agreement, and each Publisher receiving a direct feed from ACTRIS must comply with the ACTRIS Policies, including the confidential Publisher Guidelines agreed to between Firm and ACTRIS, which are attached hereto as Exhibit “A” and incorporated herein. Participant hereby agrees to keep the Publisher Guidelines confidential (that is, Participant will not copy or disclose the Publisher Guidelines to persons outside of Participant's business organization), and acknowledges that **Firm may display ONLY the Participant’s listings ONLY on the Publisher websites identified below:**

4. **URL(s) to be used for display of Licensed Content:**

[Signature page follows]

<p>SUBSCRIBER OR PARTICIPANT</p> <p>_____</p> <p>Subscriber or Participant name</p> <p>_____</p> <p>Signature of owner or officer</p> <p>_____</p> <p>Name of owner or officer</p> <p>Date: _____</p> <p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p>	<p>[AUTHORIZING PARTICIPANT (IF DIFFERENT)]</p> <p>_____</p> <p>N/A</p> <p>Participant name</p> <p>_____</p> <p>Signature of owner or officer</p> <p>_____</p> <p>Name of owner or officer</p> <p>Date: _____</p> <p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p>
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Acknowledged and agreed:

<p>ACTRIS</p> <p>Austin/Central Texas Realty Information Services</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>Date: _____</p>	<p>FIRM: <u>Chime Technologies, Inc</u></p> <p><i>M Landayan</i> _____</p> <p>Signature</p> <p>_____</p> <p>Myla Landayan</p> <p>Name</p> <p>Date: _____</p>
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