

DATA ACCESS AGREEMENT (TRESTLE)

This Data Access Agreement (“Agreement”) is entered into between Central Texas MLS (“Multiple Listing Organization”), a(n) Texas corporation or company, and CloseHack (Formerly QuickTours) (“Technology Provider”), a(n) Texas corporation or company, and is effective as of the date of the last signature below (“Effective Date”).

The parties agree as follows:

1. DEFINITIONS

- 1.1 “Authorized Broker” means a Participant identified in any Broker Authorization Form between said Participant and Multiple Listing Organization.
- 1.2 “Broker Authorization Form” means the separate form by which Multiple Listing Organization authorizes Technology Provider to provide the Product to a specified Authorized Broker. For the avoidance of doubt, (i) a Broker Authorization Form may be entered into on and/or after the Effective Date of this Agreement, and (ii) there may be multiple Broker Authorization Forms throughout the course of this Agreement.
- 1.3 “Listing Data” means the multiple listing data specified in Exhibit A.
- 1.4 “Participant” means a participant of Multiple Listing Organization, as defined in the Policies.
- 1.5 “Policies” means the Rules and Regulations and any operating policies of Multiple Listing Organization, as may be amended from time to time.
- 1.6 “Product” means Technology Provider’s product or service identified at Exhibit A.
- 1.7 “Trestle” means CoreLogic’s platform that aggregates multiple listing data and facilitates access and distribution of the Listing Data.

2. OWNERSHIP

Technology Provider acknowledges that ownership and use rights relating to copyrights in the Listing Data are defined in the Policies. Technology Provider shall not challenge or take any action inconsistent with Multiple Listing Organization’s ownership of or rights in the Listing Data.

3. LICENSE AND PERMITTED USE

- 3.1 License Grant. Subject to the terms and conditions of this Agreement, Multiple Listing Organization grants to Technology Provider a non-exclusive, non-transferable, non-sublicensable, limited license to use the Listing Data in accordance with the terms and conditions of this Agreement. There are no implied licenses under this Agreement. All rights not expressly granted herein are reserved.
- 3.2 Compliance with Policies. Technology Provider shall comply with the Policies at all times. In the event of any perceived conflict between the Policies and this Agreement, the Policies shall govern.
- 3.3 Permitted Use. Technology Provider is authorized to use the Listing Data in connection with the Product. Technology Provider may provide the Product to (select one):
 - a. ☐ Only Authorized Broker(s)
 - b. ☒ All Participants

Technology Provider shall not resell, redistribute, or make any other commercial or personal use of the Listing Data.

4. LISTING DATA AND FEES

- 4.1 Listing Data. Multiple Listing Organization shall provide via Trestle the data feed of Listing Data identified and in the manner set forth in Exhibit A. If Technology Provider is permitted to provide the Product only to Authorized Broker(s) (i.e., Section 3.3(a) is selected above), then the data feed of Listing Data shall not commence until the first Authorized Broker.
- 4.2 Fees. Technology Provider shall pay the fees set forth in Exhibit A via e-commerce/credit card. Except as otherwise provided in Section 4.3, recurring fee(s) shall commence upon the first Authorized Broker (if Section 3.3(a) is selected above) or upon the Effective Date (if Section 3.3(b) is selected above). Recurring fees shall be prorated for any partial months. Technology Provider acknowledges that fees will be paid via Trestle rather than directly to Multiple Listing Organization.
- 4.3 Delayed Fee Commencement. If Technology Provider obtains Listing Data directly from Multiple Listing Organization pursuant to a separate agreement as of the Effective Date of this Agreement, the commencement of recurring fees under this Agreement may be delayed until such time any prepaid fees under the separate agreement are exhausted.
- 4.4 Fee Increases. Multiple Listing Organization reserves the right to increase fees at any time during the term of this Agreement upon at least 30 days' notice to Technology Provider. The effective date of the fee increase shall be the first day of the month, as specified in the fee increase notice. If Technology Provider is not willing to agree to the increase in fees, then Technology Provider shall have the right to terminate this Agreement in accordance with Section 5.3.

5. TERM AND TERMINATION

- 5.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for 12 months from the first day of the month following the Effective Date; provided, however, that if the Effective Date falls on the first day of the month, then the term of this Agreement shall commence on the Effective Date and shall continue for 12 months from the Effective Date. The term shall auto-renew for successive 12-month periods unless and until terminated in accordance with this Section 5.
- 5.2 Notice of Non-Renewal. Either party may terminate this Agreement by giving the other party at least 30 days' notice of non-renewal prior to expiration of the then-current term. If such notice is timely given, the Agreement will terminate at the expiration of the then-current term.
- 5.3 Termination for Fee Increase. If Multiple Listing Organization increases the fees pursuant to Section 4.3 and if Technology Provider is not willing to agree to such increase in fees, then Technology Provider may provide a notice of termination to Multiple Listing Organization on or before the end of the fee increase notice period. If Technology Provider provides such notice, then this Agreement shall terminate on the day prior to the effective date of the fee increase.
- 5.4 Termination for Breach; Suspension. If a party breaches this Agreement, the non-breaching party shall, upon providing notice of such breach, be entitled to terminate this Agreement, provided such breach is not cured within 15 days following such notice. Notwithstanding the foregoing, Multiple Listing Organization may immediately suspend Technology Provider's license to use the Listing Data if Technology Provider breaches this Agreement.
- 5.5 Cessation of Access to Trestle. If Multiple Listing Organization's access to Trestle ceases for any reason, Multiple Listing Organization may, at its sole option: (i) immediately terminate this Agreement and refund to Technology Provider any advance fees paid for Listing Data that has not yet been delivered; or (ii) continue the Agreement and deliver the Listing Data to Technology Provider directly.

- 5.6 Effects of Termination. Upon expiration or termination of this Agreement, all license rights granted by Multiple Listing Organization to Technology Provider pursuant to the Agreement shall terminate.

6. REMEDIES

- 6.1 Injunctive Relief. Because of the unique nature of the Listing Data, Technology Provider acknowledges and agrees that Multiple Listing Organization would suffer irreparable harm in the event that Technology Provider breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate Multiple Listing Organization for a breach. Multiple Listing Organization is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Technology Provider without showing or proving any actual damages sustained by Multiple Listing Organization and without posting any bond.
- 6.2 Liquidated Damages. Technology Provider acknowledges that damages suffered by Multiple Listing Organization from access to the Listing Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the Listing Data to a third party would be speculative and difficult to quantify. Accordingly, Technology Provider agrees that in the event Technology Provider or its employees, agents, or contractors, disclose any password to access the Listing Data or disclose the Listing Data itself to any unauthorized third party, Technology Provider shall be liable to Multiple Listing Organization for liquidated damages in the amount of 5000.00 for each such disclosure and termination of this Agreement.

7. AUDITS

Multiple Listing Organization may, at its option and upon reasonable notice to Technology Provider, engage an independent third party to review, inspect, and test the books, records, equipment, and facilities of Technology Provider to the extent reasonably necessary to ascertain Technology Provider's compliance with this Agreement.

8. WARRANTY DISCLAIMER

THE LISTING DATA ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, AVAILABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO MULTIPLE LISTING ORGANIZATION), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

9. LIMITATION OF LIABILITY

MULTIPLE LISTING ORGANIZATION'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY TECHNOLOGY PROVIDER TO MULTIPLE LISTING ORGANIZATION UNDER THIS AGREEMENT DURING THE 3 MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MULTIPLE LISTING ORGANIZATION BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF MULTIPLE LISTING ORGANIZATION IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

10. INDEMNIFICATION

In the event a party breaches any provision of this Agreement, that party (the “Indemnifying Party”) shall indemnify the other party and its respective employees, directors, agents, and authorized successors and assigns (the “Indemnified Parties”) against any and all losses, damages, and costs (including reasonable attorneys’ fees) arising from each claim of any third party resulting from the breach, or arising from any unauthorized use of any of the Listing Data made available to Technology Provider pursuant to this Agreement. The Indemnified Parties shall promptly notify the Indemnifying Party of any claim and cooperate fully with the Indemnifying Party in defending or settling any claim.

11. GENERAL PROVISIONS

11.1 Relationship of the Parties. The parties acknowledge that this is a business relationship based on the express provisions of this Agreement, they are independent of each other, and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement.

11.2 Notices. All notices in connection with this Agreement shall be sent via automation supported by and documented within Trestle.

11.3 Assignment. Technology Provider shall not assign or transfer this Agreement or any rights or obligations under this Agreement without Multiple Listing Organization’s prior written consent, which shall not be unreasonably withheld. A change in control of Technology Provider constitutes an assignment under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of this Agreement by Multiple Listing Organization. This Agreement binds and inures to the benefit of the parties and their respective permitted successors and permitted assigns.

11.4 Severability. If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11.5 No Waiver. Any waiver is only valid to the extent expressly set forth in writing. No waiver by a party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

11.6 Injunction. Any violation of the licenses granted hereunder or infringement or misappropriation of Multiple Listing Organization's intellectual property rights shall be deemed a material breach of the Agreement, for which Multiple Listing Organization may not have adequate remedy in money or damages, and Multiple Listing Organization may seek injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting a bond or providing an undertaking.

11.7 Force Majeure. Neither party shall be liable for any failure or delay in its performance due to circumstances beyond its reasonable control (including, but not limited to, act of terrorism, war (declared or not declared), sabotage, insurrection, riot, act of civil disobedience, act of any government, accident, fire, explosion, flood, storm, earthquake, volcanic eruption, nuclear event, any act of God, labor disputes, failure or delay of shippers, or unavailability of components or equipment); provided that it notifies the other party as soon as practicable and uses commercially reasonable efforts to resume performance.

11.8 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of the law in which Multiple Listing Organization is located, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought in a court of competent jurisdiction located in the county in which Multiple Listing Organization is located, and each party hereby waives any defenses it may

have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each party hereby expressly and irrevocably waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

11.9 No Third Party Beneficiaries. This Agreement is for the benefit of the entities executing such document and is not intended to confer any rights or benefits on any third party, including any employee or client of either entity executing such document, and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

11.10 Survival. The following sections shall survive the expiration or termination of this Agreement: 2 (Ownership); 6 (Audits); 7 (Remedies); 8 (Warranty Disclaimer); 9 (Limitation of Liability); 10 (Indemnification); and 11 (General Provisions).

11.11 Counterparts. This Agreement may be accepted in any number of counterparts. If this Agreement is accepted in counterparts, no party is bound until all parties have accepted this Agreement.

EXHIBIT A**I. LISTING DATA**

Data Feed	IDX
Data Delivery	RETS

II. FEES

The Central Texas MLS charges a monthly recurring subscription fee based on the number of agents/brokerages supported. This fee does not include any additional charges by Trestle.

Tier	# Agents/Brokerages Supported	Monthly Charge from CTXMLS
1	UP TO 5	\$ 41.67
2	UP TO 10	\$ 62.50
3	UP TO 20	\$ 125.00
4	21+	\$ 291.67

For the avoidance of doubt, the total tiered pricing is solely reflected in the fee appearing on each tier of the schedule; it is not the sum of that tier and prior ones. In the event the number of brokers or agents using Technology Provider's Product exceeds the highest tier below, the total fee is equivalent to the fee appearing that highest tier. Technology Provider is responsible to report the number of brokers and/or agents in a timely manner as reasonably requested by the Multiple Listing Organization

III. PRODUCT

Product Name	IDX Websites
Product URL	https://quicktours.net
Product Type	Web
Website URL	http://windhamteam.com
Product Description	We provide IDX / MLS Search enabled websites for our agents.

BROKER AUTHORIZATION (TRESTLE)

This Broker Authorization (“Authorization”), when signed by Gregory Windham (“Broker”) and accepted by Central Texas MLS (“Multiple Listing Organization”), will be a binding contract.




RECITALS

- A. Multiple Listing Organization and CloseHack (Formerly QuickTours) (“Technology Provider”) entered into a Data Access Agreement (“Agreement”), a copy of which is attached hereto, pursuant to which Multiple Listing Organization delivers Listing Data to Technology Provider via Trestle for use in Technology Provider’s Product.
- B. Broker seeks authorization from Multiple Listing Organization to receive and utilize Technology Provider’s Product.
- C. Capitalized terms used without definition have the meanings ascribed to them in the Agreement.

NOW THEREFORE, the parties agree as follows:

- 12. Authorization. Broker is authorized to receive and utilize Technology Provider’s Product for Broker’s (i) internal use; (ii) IDX use; (iii) VOW use; or (iv) AVM use, as applicable. Any use of the Product other than the foregoing is prohibited.
- 13. Fees. Technology Provider shall pay the fees set forth in Exhibit A (if any) via e-commerce/credit card. Fees, to the extent applicable, shall be prorated for any partial months. Broker acknowledges that the fees will be paid via Trestle rather than directly to Multiple Listing Organization.
- 14. Term. The term of this Authorization shall commence on the Effective Date and shall continue until the first to occur of the following: (i) the termination or expiration of the Agreement; (ii) either party’s termination of this Authorization upon 30 days’ notice to the other party; or (iii) any termination of this Authorization for breach.
- 15. Incorporation of Terms. The following sections of the Agreement are incorporated into this Authorization: 3.2 (Compliance with Policies); 5.4 (Termination for Breach; Suspension); 5.6 (Effects of Termination); 6 (Remedies); 7 (Audits); 8 (Warranty Disclaimer); 9 (Limitation of Liability); 10 (Indemnification); and 11 (General Provisions).
- 16. Acceptance by Multiple Listing Organization. Multiple Listing Organization shall indicate its acceptance of this Authorization via a notice of acceptance. The date of such acceptance shall be the “Effective Date” of this Authorization.
- 17. Notices. All notices in connection with this Authorization shall be sent via automation supported by and documented within Trestle.

[SIGNATURE ON FOLLOWING PAGE]

AGENT REQUESTING FEED		
TECHNOLOGY PROVIDER	BROKER	MLS
<div>CloseHack (Formerly QuickTours)</div> <div>By:  <u>Esther Scharpf</u> Authorized Signature Esther Scharpf</div> <div>Name: Esther Scharpf Title: Director of MLS Services</div> <div>Address 1: 555 W 5th St Address 2:</div> <div>City: Los Angeles State: CA Zip: 90017 Country: USA</div> <div>Phone: (866) 823-2490 Fax:</div> <div>Email: mls@quicktours.net</div>	<div>Ranch Roads Realty</div> <div>By:  <u>Gregory Windham</u> Authorized Signature Gregory Windham</div> <div>Name: Gregory Windham Title:</div> <div>Address 1: Address 2:</div> <div>City: State: Zip: Country:</div> <div>Phone: Fax:</div> <div>Email: greg@ranchroads.com</div>	<div>Central Texas MLS</div> <div>By:  <u>Beckie Whittier</u> Authorized Signature Beckie Whittier</div> <div>Name: Beckie Whittier Title: CEO</div> <div>Address 1: 936 Gruene Road Address 2:</div> <div>City: New Braunfels State: TX Zip: 78130 Country: USA</div> <div>Phone: (830) 515-0457 Fax:</div> <div>Email: beckie@ctxmls.com</div>