Realtors® of the Palm Beaches and Greater Fort Lauderdale, Inc.
IDX Data Access Agreement

This **AGREEMENT** is made and entered into by Realtors® of the Palm Beaches and Greater Fort Lauderdale, Inc. and its subsidiaries ("**MLS**"), with offices at One Harvard Circle, Suite 102, West Palm Beach, FL 33409; the real estate brokerage firm identified as "Firm" on the signature page below ("**Firm**"); the Subscriber affiliated with Firm that is identified on the signature page, if any ("**Subscriber Party**"); and the individual or business association identified as "Vendor" on the signature page below, if any ("**Vendor**").

DEFINITIONS

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

Confidential Information: "Confidential Information" means information or material proprietary to a party or designated "confidential" by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all MLS Data, except to the extent to which this Agreement and the MLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that MLS obtains from any third party that MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by MLS; (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive; and (e) any claims and evidence presented by any party in any arbitration under this Agreement. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

Data Interface: The transport protocols and data storage formats provided by MLS for use by Firm, Subscriber Party, and Vendor; MLS may modify the Data Interface in its sole discretion from time to time.

Firm-Related Persons: Vendor, if any, and employees of Firm who are not Subscribers or broker/managers.

IDX: Use and display of portions of the MLS Data under the IDX provisions of the MLS Policies.

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

MLS Policies: MLS's Rules and Regulations, as amended from time to time, and any operating policies promulgated by MLS.

Mobile Applications: Any displays of IDX data authorized by MLS Policies and indicated on the signature page that are not web sites. "Mobile Applications" does not include mass media display of MLS Data.

Participant: This term has the meaning given to it in the MLS Policies. For purposes of this Agreement, "Participant" does not apply to participants of MLSs other than MLS. Where applied in this Agreement to Participants other than Firm, "Participant" also includes Subscribers affiliated with those Participants for whom the Participants are responsible under the laws of the State of Florida.

Second Level Domain: "Second Level Domain" has the meaning given to it in this paragraph. "**URL**" means a web address, including the "http://" and any material appearing after a slash in the address. "**Domain Name**" means a URL, less the "http://" and any material appearing to the right of the next slash ('/') in the address. (So for example, in the URL "Http://janesmith.abcrealty.com/homepage.html", the Domain Name is "JANESMITH.ABCREALTY.COM".) "**Top Level Domain**" means the portion of the Domain Name to the right of the right-most period. (In the example,

"COM".) "**Second Level Domain**" means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top Level Domain. (In the example, "ABCREALTY.COM".) "**Third Level Domain**" means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any, plus the Second Level Domain. (In the example, "JANESMITH.ABCREALTY.COM".).

Subscriber: Any person holding a real estate license in Florida who is not a Participant but who is subject to a Participant's supervision under the laws of Florida.

MLS'S OBLIGATIONS

2. MLS grants to Firm and Subscriber Party a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the MLS Data, and the right to sublicense the same to Vendor, during the term of this Agreement, only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement; any other use of the MLS Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. MLS retains all rights not expressly granted herein.

3. MLS agrees to provide to Firm, Subscriber Party, and Vendor, during the term of this Agreement, (a) access to the MLS Data via the Data Interface under the same terms and conditions MLS offers to other MLS Participants; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the MLS Policies. MLS does not undertake to provide technical support for the Data Interface or the MLS Data. The Data Interface, together with access to the MLS Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or MLS Data shall not constitute a default by MLS under this Agreement.

FIRM'S OBLIGATIONS

4. Firm and Subscriber Party shall comply with the MLS Policies at all times. In the event of any perceived conflict between the MLS Policies and this Agreement, the MLS Policies shall govern.

5. Firm and Subscriber Party shall use the MLS Data obtained under this Agreement for IDX use only. Any other use is strictly prohibited. Firm and Subscriber Party shall not make the MLS Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Firm and Subscriber Party may display the MLS Data on web sites and Mobile Applications only to the extent permitted by the MLS Policies and then only on a site or sites resident at the Second Level and Third Level Domain(s) and Mobile Applications indicated on the signature page of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

6. Firm and Subscriber Party acknowledge that ownership and use rights relating to copyrights in the MLS Data are defined in the MLS Policies or in the terms of the participant and subscriber agreements between MLS Firm and Subscriber Party, or both. Firm and Subscriber Party shall not challenge or take any action inconsistent with MLS's ownership of or rights in the MLS Data.The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7. If MLS notifies Firm or Subscriber Party of a breach of the MLS Policies or this Agreement and Firm or Subscriber Party does not immediately cure the breach, Firm and Subscriber Party shall hold Vendor harmless from any liability arising from Vendor's cooperation with MLS under Paragraph 10.

8. Firm and Subscriber Party shall pay the fees, if any, that MLS customarily charges other MLS Participants for data access. Firm and Subscriber Party acknowledge receipt of MLS's current schedule of such

fees, if any. MLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Firm and Subscriber Party. Firm and Subscriber Party shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

9. Firm is surety for Subscriber Party's and Vendor's obligations under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

VENDOR'S OBLIGATIONS

10. Vendor shall immediately correct any breach of this Agreement or violation of the MLS Policies within its control, whether committed by Firm, Subscriber Party, or Vendor, upon notice from MLS.

11. Vendor acknowledges that (as among the parties to this Agreement) Firm and MLS possess all right, title, and interest in all copyrights in the MLS Data. Vendor shall not challenge or take any action inconsistent with MLS's and Firm's ownership of or rights in the MLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. Vendor shall not make the MLS Data or the Confidential Information available to any third party, except on behalf of Firm and Subscriber Party and in a manner consistent with Firm's and Subscriber Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the MLS Data, whether commercial or personal. In the event that Vendor provides services to Participants other than Firm (or to Subscribers affiliated with Firm other than the Subscriber Party), Vendor must enter separate contracts with MLS. Vendor must ascertain, using the Data Interface on a daily basis, that each Participant to which Vendor provides services remains an eligible Participant; and in the case of Subscribers, that each Subscriber Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in MLS terminating all of Vendor's access to the MLS Data under this Agreement and all similar agreements. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

13. Vendor warrants that any effort or use of the MLS Data will not constitute patent infringement of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

14. Vendor shall pay the fees, if any, that MLS customarily charges other Vendors for data access. Vendor acknowledges receipt of MLS's current schedule of such fees, if any. MLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Vendor. Vendor shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

15. Vendor is surety for Firm's and Subscriber Party's obligations to pay fees under Paragraph 8. The provisions of the preceding sentence shall survive the expiration or other termination of this Agreement in perpetuity. Vendor shall notify MLS within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

AUDITS OF COMPLIANCE

16. MLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm, Subscriber Party, and Vendor to the extent reasonably necessary to ascertain Firm's, Subscriber Party's, and Vendor's compliance with this Agreement ("Audit"). MLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's, Subscriber Party's, and Vendor's web sites, Mobile Applications, and systems to ensure that MLS Data is displayed in accordance with the MLS Policies; using all features available to end-users of Firm's, Subscriber Party's, and Vendor's systems that employ the MLS Data; and posing as consumers to register and test services Firm, Subscriber Party, and Vendor make available to consumers using the MLS Data. MLS shall pay the costs it incurs, and the out-of-pocket costs Firm, Subscriber Party, and Vendor incur, as part of any Audit; provided, however, Firm or Subscriber Party shall be liable for all costs of any Audit that discloses that

Firm, Subscriber Party, or Vendor has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

CONFIDENTIAL INFORMATION

17. The parties shall protect the Confidential Information with the same degree of care they take to protect their 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 or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

TERM AND TERMINATION

18. The term of this Agreement begins on the date that MLS signs it (the "Effective Date"). This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Firm's privileges as a Participant in MLS; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) immediately upon Firm's notice to a Vendor that Vendor is no longer designated to provide IDX services to it; (f) with regard to any Subscriber Party, immediately upon any event that results in the Subscriber Party no longer being affiliated with Firm; (g) as provided in Paragraphs 28 and 31.

19. In the event Firm's privileges as a Participant (or Subscriber Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and MLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if MLS resumes its obligations under Paragraphs 2 and 3. In the event Firm, Subscriber Party, or Vendor breaches this Agreement and entitles MLS to terminate under Paragraph 18, MLS may in its sole discretion suspend its performance instead of terminating this Agreement. MLS may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Subscriber Party's, and Vendor's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Firm, Subscriber Party, and Vendor shall make no further use of the MLS Data or any derivative works based on it (except the portions of it relating to Firm's own listings) until and unless Firm's or Subscriber Party's rights under this Agreement are restored.

GENERAL PROVISIONS

20. **Applicable law**. This Agreement shall be governed by and interpreted according to the laws of the State of Florida, without regard to its conflicts and choice of law provisions.

21. **Survival of Obligations**. The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity. Other provisions shall survive according to their terms.

22. **MLS's Remedies**. (a) Injunctive relief: Because of the unique nature of the MLS Data and Confidential Information, Firm, Subscriber Party, and Vendor acknowledge and agree that MLS would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate MLS for a breach. MLS is therefore entitled, in addition to all other forms of relief, to seek injunctive relief to restrain any threatened, continuing or further breach by Firm, Subscriber Party, or Vendor, or any one of them, without showing or proving any actual damages sustained by MLS, and without posting any bond. (b) Liquidated damages: Firm, Subscriber Party, and Vendor acknowledge that damages suffered by MLS from access

to the MLS Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the MLS Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to MLS to enter into this Agreement, Firm, Subscriber Party, and Vendor agree that in the event Firm, Subscriber Party, Firm-Related Persons, or Vendor, or its employees, agents, or contractors, disclose any password to access the MLS Data or disclose the MLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm, Subscriber Party, and Vendor shall be liable to MLS for liquidated damages in the amount of $15,000 for each such disclosure and termination of this Agreement. Liability of Firm, Subscriber Party, and Vendor under this paragraph is joint and several.

23. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL MLS BE LIABLE TO FIRM, SUBSCRIBER PARTY, OR VENDOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL MLS BE LIABLE TO FIRM, SUBSCRIBER PARTY, OR VENDOR FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM. SUBSCRIBER PARTY, AND VENDOR HAVE PAID MLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) $100. FIRM, SUBSCRIBER PARTY, AND VENDOR ACKNOWLEDGE THAT MLS PROVIDES THE MLS DATA 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. MLS SHALL NOT BE LIABLE TO FIRM, SUBSCRIBER PARTY, OR VENDOR FOR ANY CLAIM ARISING FROM INACCURACIES IN THE MLS DATA, ANY FAILURE TO UPDATE THE MLS DATA PROMPTLY, OR THE MLS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. MLS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.**

24. **Dispute resolution; Attorney's fees**. In the event MLS claims that Firm, Subscriber Party, or Vendor has violated the MLS Policies, MLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the MLS Policies, provided MLS does not also base a claim that Firm, Subscriber Party, or Vendor has breached this Agreement on the same facts. Except as set forth in the preceding sentence, any controversy or claim to which Vendor is not a party arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of Florida located in Palm Beach County or the federal court of the United States situated therein, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to MLS's disciplinary procedures or to arbitration. 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.

25. **Indemnification.** Subject to Paragraph 23, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall indemnify the other parties, their subsidiaries and affiliated companies, and all their 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. Vendor indemnifies MLS, Firm, Salesperson Party, or customers of MLS, Firm, or Salesperson Party, to whom Vendor provides a product or service using MLS Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim of patent infringement. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of

any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

26. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed 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.

27. **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.

28. **No Assignment**. No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

29. **Entire Agreement; Amendment**. Subject to MLS 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. MLS may amend this agreement by providing 30 days' advance notice of the amendment to all other parties; if any party continues to use the Data Interface or the MLS Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

30. **Relationship of the Parties**. The parties hereunder are independent contractors. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of MLS or have any authority to make any agreements or representations on the behalf of MLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

31. **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, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

32. **Precedence.** In the event of any conflict between the terms of the main body of this Agreement and any exhibit or addendum to this Agreement, the terms of the body of the Agreement shall prevail.

Realtors® of the Palm Beaches and Greater Fort Lauderdale, Inc.
IDX Data Access Agreement

Under this Agreement, **FIRM AND SUBSCRIBER PARTY ARE PERMITTED TO WORK ONLY WITH THE VENDOR NAMED IN THIS AGREEMENT**. If Firm or Subscriber Party chooses to engage a different Vendor or additional Vendors, Firm must enter into a new version of this Agreement with MLS and each such Vendor.

Under this Agreement, **VENDOR IS PERMITTED TO WORK ONLY WITH THE FIRM AND SUBSCRIBER PARTY NAMED IN THIS AGREEMENT**. Vendor may not use data obtained under this Agreement to provide any services to Participants other than Firm, or with other Subscribers affiliated with Firm except the Subscriber Party. Vendor must enter into a new version of this Agreement with MLS and each additional Participant and to provide services to other Subscribers affiliated with Firm.

If Firm or Subscriber Party will perform its own technical work then Firm should also complete the Vendor party signature box. If this Agreement is for services to Firm only, and there is no Subscriber Party, then the Subscriber Party signature box will be blank.

This Agreement is for IDX use only.

[THE REMAINER OF THIS PAGE IS INTENTIONALLY BLANK, EXCEPT FOR THE FOOTER. SIGNATURE PAGE FOLLOWS.]

Realtors® of the Palm Beaches and Greater Fort Lauderdale, Inc. IDX Data Access Agreement

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MLS: Realtors® of the Palm Beaches and Greater Fort Lauderdale, Inc.

By: _Francisco Oquendo_
Authorized Signature

Name: _____ Francisco Oquendo _____

Title: _____ Director of MLS _____

Date: _____ 06/14/2022 _____

Contact for notices and operations matters:

Name: _____ Francisco Oquendo _____

Address 1: ___ One Harvard Circle ___

Address 2: _____ Suite 102 _____

City: _____ West Palm Beach _____

State: _____ FL _____

Zip: _____

Country: _____ USA _____

Phone: _____ (954) 563-7261 _____

Email: _____

</td>
<td>

Vendor Name: _____ CloseHack _____
("Vendor")

By: _Esther Scharpf_
Authorized Signature

Name: _____ Esther Scharpf _____

Title: ___ Director of MLS Services ___

Date: _____ 06/10/2022 _____

Contact for notices and operations matters:

Name: _____ Esther Scharpf _____

Address 1: _____ 555 W 5th St _____

Address 2: _____

City: _____ Los Angeles _____

State: _____ CA _____

Zip: _____ 90017 _____

Country: _____ USA _____

Phone: _____ (714) 642-8195 _____

Email: **mls@closehack.com**

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FIRM

By: _Donald Dillon_
Authorized Signature

Name: _____ Donald Dillon _____

Title: _____

Date: _____ 06/12/2022 _____

Contact for notices and operations matters:

Name: _____ Donald Dillon _____

Phone: _____

Email: _____ ddills@comcast.net _____

License / MLSID / NRDS: **Bk3255556**

Second or Third Level Domain (URL) or Mobile Application:
_____ http://seawindsrealty.com _____

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SUBSCRIBER PARTY

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

Contact for notices and operations matters:

Name: _____

Phone: _____

Email: _____

License / MLSID / NRDS: _____

Second or Third Level Domain (URL) or Mobile Application:
_____ http://seawindsrealty.com _____

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For MLS Staff ONLY:

OfficeMLSID: **607513** _____

Broker MLSID: **3255556** _____

Agent MLSID: _____

Reference: _____

TRESTLE ADDENDUM

This Trestle Addendum ("Trestle Addendum") is entered into between _____**BeachesMLS**_____ ("Multiple Listing Organization") and _____**CloseHack**_____ ("Technology Provider"). This Trestle Addendum is subject to the **Realtors® of the Palm Beaches and Greater Fort Lauderdale, Inc. IDX Data Access Agreement** between Multiple Listing Organization and Technology Provider and all subsequent amendments, exhibits, or attachments thereto ("Agreement"). The Agreement and this Trestle Addendum are effective as of the date of the last signature below ("Effective Date").

A. DEFINITIONS

1.1   "Listing Data" means the multiple listing data specified in Exhibit A.

1.2   "Trestle" means CoreLogic's platform that aggregates multiple listing data and facilitates access and distribution of the Listing Data.

B. LISTING DATA; FEES

2.1   <u>Listing Data</u>. Multiple Listing Organization shall provide via Trestle the data feed(s) of Listing Data identified and in the manner set forth in Exhibit A. Technology Provider acknowledges that Technology Provider is required to enter into a separate agreement with CoreLogic for access to Trestle.

2.2   <u>Fees</u>. Technology Provider shall pay the fees set forth in Exhibit A via e-commerce/credit card. Fees (other than any One-Time Set Up Fee) shall be prorated for any partial months. Technology Provider acknowledges the fees will be paid via Trestle rather than directly to Multiple Listing Organization.

C. TERM; TERMINATION

3.1   <u>Term</u>. The term of this Trestle Addendum 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 Trestle Addendum 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 3.

3.2   <u>Notice of Non-Renewal</u>.   Either party may terminate this Trestle Addendum 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 Trestle Addendum will terminate at the expiration of the then-current term. For the avoidance of doubt, a termination of the Trestle Addendum pursuant to this Section 3.2 does not terminate the Agreement.

3.3   <u>Termination of Agreement</u>. Any termination of the Agreement in accordance with the terms of the Agreement shall concurrently terminate this Trestle Addendum.

3.4   <u>Cessation of Access to Trestle</u>. If Multiple Listing Organization's access to Trestle ceases for any reason. Multiple Listing Organization may immediately terminate this Trestle Addendum and, at its sole option: (i) refund to Technology Provider any advance fees paid for Listing Data that has not yet been delivered; or (ii) deliver the Listing Data to Technology Provider directly.

D. MISCELLANEOUS

4.1   Notices. So long as this Trestle Addendum is in effect, all notices in connection with the Agreement or this Trestle Addendum shall be sent via automation supported by and documented within Trestle.

4.2   System Functionality. So long as this Trestle Addendum is in effect, any provision or requirement in the Agreement that is incompatible with the functionality of Trestle shall be deemed to be not applicable.

4.3   Interpretation. In the event of a conflict between the Agreement and this Trestle Addendum, the terms and conditions of this Trestle Addendum shall control.

Esther Scharpf
 ("Technology Provider")

Francisco Oquendo
 ("Multiple Listing Organization")

By:
_____
Esther Scharpf
6/10/2022 4:14:02 PM P   Authorized Signature

By:
_____
Francisco Oquendo
6/14/2022 10:19:19 AM EDT   Authorized Signature

Name: Esther Scharpf

Title: Director of MLS Services

Date: 06/10/2022

Address 1:   555 W 5th St

Address 2:

City: Los Angeles

State: CA

Zip: 90017

Country: USA

Phone: (714) 642-8195

Fax:

Email: mls@closehack.com

Name: Francisco Oquendo

Title: Director of MLS

Date: 06/14/2022

Address 1:   One Harvard Circle

Address 2:   Suite 102

City: West Palm Beach

State: FL

Zip: 33409

Country: USA

Phone: (954) 563-7261

Fax:

Email: idx@rworld.com

Realtors® of the Palm Beaches and Greater Fort Lauderdale, Inc.
IDX Data Access Agreement

Data Specifications and Fees

I. LISTING DATA

Data Feed	IDX Plus
Data Delivery	WebAPI

II. FEES

Basic Fees

One-Time Setup Fee	500.00
Recurring Data Feed Fee	1 – 20 licensees: $500 / Quarter 21 – 50 licensees: $1,000 / Quarter 51+ licensees: $1,250 / Quarter
Recurring Billing Frequency	Monthly

III. PRODUCT

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