

Greater Las Vegas Association of REALTORS® Multiple Listing Service, Inc.

Participant Data Access Agreement

This AGREEMENT is made and entered into by Greater Las Vegas Association of REALTORS® Multiple Listing Service, Inc. ("GLVAR MLS"), with offices at 6360 South Rainbow Boulevard, Las Vegas, NV 89118; the real estate brokerage firm identified as "Firm" on the signature page below ("Firm"); the Sales Licensee(s) affiliated with Firm that are identified on the signature page and in Exhibit A, if any (collectively the "Sales Licensee Party"); and the individual or business association identified as "Consultant" on the signature page below, if any ("Consultant").

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 GLVAR MLS Data, except to the extent to which this Agreement and the GLVAR MLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that GLVAR MLS obtains from any third party that GLVAR MLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by GLVAR 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 GLVAR MLS for use by Firm, Sales Licensee Party, and Consultant; GLVAR MLS may modify the Data Interface in its sole discretion providing notice of such modifications in accordance with Section 3.

Firm-Related Persons: Consultant, if any, and employees of Firm who are not Sales Licensees or broker/managers.

Firm Internal Use: Any use of those portions of the GLVAR MLS Data relating to Firm's own listings; and any use of those portions of the GLVAR MLS Data relating to listings of Participants other than Firm that exposes GLVAR MLS Data only to Firm-Related Persons and to Sales Licensees affiliated with Firm, subject to the GLVAR MLS Policies.

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

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

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

Mobile Applications: Any displays of IDX data authorized by GLVAR MLS Policies and listed in Exhibit A that are not web sites. "Mobile Applications" does not include mass media display of GLVAR MLS Data.

Participant: This term has the meaning given to it in the GLVAR MLS Policies. For purposes of this Agreement, "Participant" does not apply to participants of MLSs other than GLVAR MLS. Where applied in this

Agreement to Participants other than Firm, "Participant" also includes Sales Licensees affiliated with those Participants for whom the Participants are responsible under the laws of the State of Nevada.

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

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".)

VOW: Use and display of portions of the GLVAR MLS Data under the Virtual Office Website (VOW) provisions of the GLVAR MLS Policies.

GLVAR MLS'S OBLIGATIONS

2. GLVAR MLS grants to Firm and Sales Licensee Party a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the GLVAR MLS Data, and the right to sublicense the same to Consultant, 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 GLVAR 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. GLVAR MLS retains all rights not expressly granted herein.

3. GLVAR MLS agrees to provide to Firm, Sales Licensee Party, and Consultant, during the term of this Agreement, (a) access to the GLVAR MLS Data via the Data Interface under the same terms and conditions GLVAR MLS offers to other GLVAR MLS Participants; (b) thirty days' advance notice of changes to the Data Interface; and (c) thirty days' advance notice of changes to the GLVAR MLS Policies. GLVAR MLS does not undertake to provide technical support for the Data Interface or the GLVAR MLS Data. The Data Interface, together with access to the GLVAR 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 GLVAR MLS Data shall not constitute a default by GLVAR MLS under this Agreement.

FIRM'S OBLIGATIONS

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

5. Firm shall use the GLVAR MLS Data obtained under this Agreement for Firm Internal Use, IDX, and VOW use only. Sales Licensee Party shall use the GLVAR MLS Data obtained under this Agreement for IDX and VOW use only. Any other use is strictly prohibited. Firm and Sales Licensee Party shall not make the GLVAR MLS Data or the Confidential Information available to any third party unless expressly authorized to do so

under this Agreement. Firm and Sales Licensee Party may display the GLVAR MLS Data on web sites and Mobile Applications only to the extent permitted by the GLVAR 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 and in Exhibit A of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

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

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

8. Firm and Sales Licensee Party shall pay the fees, if any, that GLVAR MLS (or its shareholder associations/MLSs) customarily charges other GLVAR MLS Participants for data access. Firm and Sales Licensee Party acknowledge receipt of GLVAR MLS's current schedule of such fees, if any. GLVAR MLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Firm and Sales Licensee Party. Firm and Sales Licensee Party shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

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

CONSULTANT'S OBLIGATIONS

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

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

12. Consultant shall not make the GLVAR MLS Data or the Confidential Information available to any third party, except on behalf of Firm and Sales Licensee Party and in a manner consistent with Firm's and Sales Licensee Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the GLVAR MLS Data, whether commercial or personal. In the event that Consultant provides services to Participants other than Firm (or to Sales Licensees affiliated with Firm other than the Sales Licensee Party), Consultant must enter separate contracts with GLVAR MLS. Consultant must ascertain, using the Data Interface on a daily basis, that each Participant to which Consultant provides services remains an eligible Participant; and in the case of Sales Licensees, that each Sales Licensee Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in GLVAR MLS terminating all of Consultant's access to the GLVAR 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. Consultant warrants that any effort or use of the GLVAR 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. Consultant shall pay the fees, if any, that GLVAR MLS customarily charges other consultants for data access. Consultant acknowledges receipt of GLVAR MLS's current schedule of such fees, if any. GLVAR MLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Consultant. Consultant shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

15. Consultant is surety for Firm's and Sales Licensee 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. Consultant shall notify GLVAR 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. GLVAR 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, Sales Licensee Party, and Consultant to the extent reasonably necessary to ascertain Firm's, Sales Licensee Party's, and Consultant's compliance with this Agreement ("Audit"). GLVAR MLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's, Sales Licensee Party's, and Consultant's web sites, Mobile Applications, and systems to ensure that GLVAR MLS Data is displayed in accordance with the GLVAR MLS Policies; using all features available to end-users of Firm's, Sales Licensee Party's, and Consultant's systems that employ the GLVAR MLS Data; and posing as consumers to register and test services Firm, Sales Licensee Party, and Consultant make available to consumers using the GLVAR MLS Data. GLVAR MLS shall pay the costs it incurs, and the out-of-pocket costs Firm, Sales Licensee Party, and Consultant incur, as part of any Audit; provided, however, Firm or Sales Licensee Party shall be liable for all costs of any Audit that discloses that Firm, Sales Licensee Party, or Consultant has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

CONFIDENTIAL INFORMATION; INFORMATION SECURITY

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. Except as specified in this Agreement, neither party shall disclose Confidential Information to, or permit access to any Confidential Information by, any person other than: (a) GLVAR MLS's employees; (b) Licensee's employees who require access to Confidential Information in order for Licensee to perform its obligations under this Agreement; (c) such third parties to whom disclosure has been authorized in writing by GLVAR MLS. 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.

18. Firm, Sales Licensee Party, and Consultant shall employ reasonable measures to prevent "data piracy" and other unauthorized access and use of the GLVAR MLS Data, including preventing automated harvesting of GLVAR MLS Data (or portions of it) by third parties. Reasonable measures include industry-leading practices as generally used by companies of similar size and means to Consultant. From time to time, GLVAR MLS may, in its sole discretion, specify particular reasonable security measures Firm, Sales Licensee Party, and Consultant must take. If a third party gains unauthorized access to the GLVAR MLS Data by scraping or other unauthorized data harvesting, Firm, Sales Licensee Party, and Consultant agree to take

reasonable measures, including legal measures, to prevent the third party's use of GLVAR MLS Data. In the event of a security breach of Firm's, Sales Licensee Party's, or Consultant's systems or use of GLVAR MLS Data by unauthorized third parties, that party shall notify GLVAR MLS of such breach by confirmed email or confirmed telephone call within seventy two (72) hours of its discovery by the party. Firm, Sales Licensee Party, or Consultant, as applicable, shall promptly take all steps necessary to mitigate the damages caused by any security breach.

TERM AND TERMINATION

19. The term of this Agreement begins on the date that GLVAR MLS signs it. 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 GLVAR 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 Consultant that Consultant is no longer designated to provide IDX or VOW services to it; (f) with regard to any Sales Licensee Party, immediately upon any event that results in the Sales Licensee Party no longer being affiliated with Firm; (g) as provided in Paragraphs 29 and 32.

20. In the event Firm's privileges as a Participant (or Sales Licensee Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and GLVAR MLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if GLVAR MLS resumes its obligations under Paragraphs 2 and 3. In the event Firm, Sales Licensee Party, or Consultant breaches this Agreement and entitles GLVAR MLS to terminate under Paragraph 19, GLVAR MLS may in its sole discretion suspend its performance instead of terminating this Agreement. GLVAR MLS may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Sales Licensee Party's, and Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Firm, Sales Licensee Party, and Consultant shall make no further use of the GLVAR 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 Sales Licensee Party's rights under this Agreement are restored.

GENERAL PROVISIONS

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

22. **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.

23. **GLVAR MLS's Remedies.** (a) Injunctive relief: Because of the unique nature of the GLVAR MLS Data and Confidential Information, Firm, Sales Licensee Party, and Consultant acknowledge and agree that GLVAR 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 GLVAR MLS for a breach. GLVAR MLS is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm, Sales Licensee Party, or Consultant, or any one of them, without showing or proving any actual damages sustained by GLVAR MLS, and without posting any bond. (b) Liquidated damages: Firm, Sales Licensee Party, and Consultant acknowledge that damages suffered by GLVAR MLS from access to the GLVAR MLS Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the GLVAR MLS Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to GLVAR MLS to enter into

this Agreement, Firm, Sales Licensee Party, and Consultant agree that in the event Firm, Sales Licensee Party, Firm-Related Persons, or Consultant, or its employees, agents, or contractors, disclose any password to access the GLVAR MLS Data or disclose the GLVAR MLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm, Sales Licensee Party, and Consultant shall be liable to GLVAR MLS for liquidated damages in the amount of \$15,000 for each such disclosure and termination of this Agreement. Liability of Firm, Sales Licensee Party, and Consultant under this paragraph is joint and several.

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

25. **Dispute resolution; Attorney's fees.** In the event GLVAR MLS claims that Firm, Sales Licensee Party, or Consultant has violated the GLVAR MLS Policies, GLVAR MLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the GLVAR MLS Policies, provided GLVAR MLS does not also base a claim that Firm, Sales Licensee Party, or Consultant has breached this Agreement on the same facts. Except as set forth in the preceding sentence, any controversy or claim to which Consultant 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 Nevada located in Clark 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 GLVAR 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.

26. **Indemnification.** Subject to Paragraph 24, 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. Consultant indemnifies GLVAR MLS, Firm, Salesperson Party, or customers of GLVAR MLS, Firm, or Salesperson Party, to whom Consultant provides a product or service using GLVAR 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.

27. **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.

28. **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.

29. **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.

30. **Entire Agreement; Amendment.** Subject to GLVAR 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. GLVAR 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 GLVAR MLS Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

31. **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 GLVAR MLS or have any authority to make any agreements or representations on the behalf of GLVAR MLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

32. **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.

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Greater Las Vegas Association of REALTORS® Multiple Listing Service, Inc. Participant Data Access Agreement





Under this Agreement, **FIRM AND SALES LICENSEE PARTY ARE PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE.** If Firm or Sales Licensee Party chooses to engage a different consultant or additional consultants, Firm must enter into a new version of this Agreement with GLVAR MLS and each such consultant.

Under this Agreement, **CONSULTANT IS PERMITTED TO WORK ONLY WITH THE FIRM AND SALES LICENSEE PARTY NAMED HERE.** Consultant may not use data obtained under this Agreement to provide any services to Participants other than Firm, or with Sales Licensees affiliated with Firm except the Sales Licensee Party. Consultant must enter into a new version of this Agreement with GLVAR MLS and each additional Participant or amend this Agreement with GLVAR MLS to add additional Sales Licensees affiliated with Firm as Sales Licensee Parties.

If Firm or Sales Licensee Party will perform its own technical work and there is no Consultant party to this Agreement, Firm should cross out the Consultant signature box. If this Agreement is for services to Firm only, and there is no Sales Licensee Party, Firm should cross out the Sales Licensee Party signature box.

This Agreement is for the following uses (check all that apply):

☐ IDX ☐ VOW ☐ Firm Internal Use

<p>GLVAR MLS: Greater Las Vegas Association of REALTORS® Multiple Listing Service, Inc.</p> <p> <u>Catalino Yee</u> Signature</p> <p><u>Catalino Yee</u> Name</p> <p>Date: <u>01/27/2023</u> (effective date of this Agreement)</p> <p>Contact for notices and operations matters</p> <p>Name: <u>Catalino Yee</u> Phone: <u>(702) 784-5037</u> Email: <u>mls@lvrealtors.org</u></p>	<p>CONSULTANT</p> <p><u>CloseHack</u> Consultant name</p> <p> <u>Esther Scharpf</u> Signature of owner or officer</p> <p><u>Esther Scharpf</u> Name of owner or officer</p> <p>Contact for notices and operations matters</p> <p>Name: <u>Esther Nix</u> Phone: <u>(714) 642-8195</u> Email: <u>mls@closehack.com</u> Mailing: <u>555 W 5th St</u> <u>Los Angeles</u> <u>CA</u> <u>90017</u></p>
<p>FIRM</p> <p><u>eXp Realty</u> Firm name</p> <p> <u>Spencer Walden</u> Signature of owner or officer</p> <p><u>Spencer Walden</u> Name of owner or officer</p> <p>Contact for notices and operations matters</p> <p>Name: <u>Spencer Walden</u> Phone: _____ Email: <u>spencer.walden@exprealty.com</u> Mailing: _____</p> <p>Second or Third Level Domain or Mobile Application: <u>www.webuyvegas.org</u></p> <p><input type="checkbox"/> IDX <input checked="" type="checkbox"/> VOW (If more than one will be used, specify each in Exhibit A.)</p>	<p>SALES LICENSEE PARTY (If there is more than one, have each named and sign on Exhibit A.)</p> <p><u>Victor Gesmundo</u> Sales Licensee Party name</p> <p> <u>Victor Gesmundo</u> Signature of Sales Licensee Party</p> <p>Contact for notices and operations matters</p> <p>Name: <u>Victor Gesmundo</u> Phone: _____ Email: <u>victorgesmundo@icloud.com</u> Mailing: _____</p> <p>Second or Third Level Domain or Mobile Application: <u>www.webuyvegas.org</u></p> <p><input type="checkbox"/> IDX <input checked="" type="checkbox"/> VOW</p>

Greater Las Vegas Association of REALTORS® Multiple Listing Service, Inc. Participant Data Access Agreement

Exhibit A – Additional Requirements

1. IDX/VOW Set Up Fee. Firm shall pay GLVAR MLS a set up fee of \$250.00 payable to GLVAR within five (5) days of execution of this Agreement. Payment shall be made via check or major credit card.

2. **Additional Domains and Mobile Applications.** In addition to the Second and Third Level Domains specified on the signature page Firm, Sales Licensee Party, and Consultant may display GLVAR MLS Data subject to the terms of this Agreement at the following Second and Third Level Domains and Mobile Applications (attach additional pages if necessary):

_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW

3. **Additional Sales Licensee Parties:** If there are two or more Sales Licensee Parties, each Sales Licensee Party after the first is identified by name here, and each must sign this Agreement. Each Sales Licensee Party listed here consents to GLVAR MLS making communications and notices under this Agreement to Firm only. (Attached additional pages if necessary.)

_____	_____
Name	Signature
_____	_____
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Name	Signature

TRESTLE ADDENDUM

This Trestle Addendum ("Trestle Addendum") is entered into between Las Vegas REALTORS (LVR) ("Multiple Listing Organization") and CloseHack ("Technology Provider"). This Trestle Addendum is subject to the Participant 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").

1. 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.

2. LISTING DATA; FEES

2.1 Listing Data. 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 Fees. 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.

3. TERM; TERMINATION

3.1 Term. 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 Notice of Non-Renewal. 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 Termination of Agreement. Any termination of the Agreement in accordance with the terms of the Agreement shall concurrently terminate this Trestle Addendum.

3.4 Cessation of Access to Trestle. 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.

4. 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")

By: 
Esther Scharpf
1/18/2023 3:08:12 PM EST
Authorized Signature

Name: **Esther Scharpf**

Title: **Director of MLS Services**

Date: **01/18/2023**

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**

Catalino Yee
("Multiple Listing Organization")

By: 
Catalino Yee
1/27/2023 5:02:57 PM EST
Authorized Signature

Name: **Catalino Yee**

Title: **MLS IDX Director**

Date: **01/27/2023**

Address 1: **6360 S Rainbow**

Address 2:

City: **Las Vegas**

State: **NV**

Zip: **89118**

Country: **USA**

Phone: **(702) 784-5037**

Fax: **(702) 732-3154**

Email: **mls@lvrealtors.org**

EXHIBIT A

I. LISTING DATA

Data Feed	IDX Plus
Data Delivery	WebAPI

II. FEES

Basic Fees

Pricing Plan	IDX Plus Plan API
One-Time Setup Fee	0.00
Recurring Data Feed Fee	0.00
Recurring Billing Frequency	Monthly

III. PRODUCT

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