

Participation Agreement

This Participation Agreement (the “Agreement”) is made and entered into by and between you, as an individual principal real estate broker or broker in charge, or as a real estate brokerage firm, as PCMLS may require (the “Participant”), and the Park City Multiple Listing Service, Inc., a Utah corporation (“PCMLS”). In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, PCMLS and Participant agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 26 of this Agreement.

2. Grant of Participation Rights in Multiple Listing Service. Subject to the terms and conditions of this Agreement and PCMLS’s Rules and Regulations, PCMLS agrees to make the MLS Database available for access by Participant, and Participant shall have all rights and obligations of a participant in PCMLS’s multiple listing service as set forth under PCMLS’s Rules and Regulations. Participant may permit duly authorized employees or office assistants associated with his/her office to access the MLS Database on Participant’s behalf and pursuant to the terms of this Agreement; provided that, Participant (a) accepts full responsibility, and shall be liable to PCMLS for use of the MLS Database by such employee or office assistant; and (b) promptly terminates access to the MLS by such employee and office assistant upon such employee or office assistant ceasing to be authorized as set forth in this provision. Access to the MLS Database shall be through a means determined by PCMLS. Participant agrees to take all reasonable steps to protect the MLS Database and Listing Content from unauthorized access, copying, or use.

3. License to IDX Listings. Upon the receipt of a written request from Participant, in a form acceptable to PCMLS, and so long as Participant, the applicable Agent, and/or an applicable Vendor are not in default under this Agreement, PCMLS’s Rules and Regulations or any agreement with PCMLS, PCMLS will grant to Participant, the applicable Agent of Participant, or the applicable Vendor a license to the IDX Listings. The license will only be granted pursuant to a License Agreement. PCMLS has no obligation to grant a license to Participant, any Agent, or any Vendor which does not enter into a License Agreement. In addition to any applicable license fee payable by Participant, the Agent, and/or the Vendor, Participant shall pay to PCMLS all costs and expenses incurred by PCMLS in connection with any licenses and any services provided by PCMLS in connection with such licenses.

4. Intellectual Property Ownership; Enforcement.

a. Participant acknowledges and agrees that the MLS Database, and all copies, modifications, enhancements, and derivative works of the MLS Database, are the property of PCMLS, and all right, title, and interest in and to the MLS Database, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with PCMLS. Participant hereby irrevocably assigns to PCMLS any and all rights which it may have or acquire in and to the MLS Database.

b. Participant hereby grants to PCMLS a non-exclusive, irrevocable, worldwide, royalty free license to use, copy, sublicense through multiple tiers, publish, display, and reproduce the Listing Content, to prepare derivative works of the Listing Content, and to distribute the Listing Content or any derivative works thereof. Such license shall be deemed granted as of the moment of creation without the necessity of any further action on the part of either party. Participant represents and warrants to PCMLS with respect to the Listing Content for each of Participant’s Listings that the Listing Content, and the license of rights in and to the Listing Content to PCMLS, do not infringe or violate any copyrights, trade secrets, or other intellectual or proprietary rights of any third party.

c. Participant agrees not to challenge PCMLS's rights in and to the Listing Content or the MLS Database or to take any action inconsistent with the provisions of this Section 4 of this Agreement or the license granted to the Listing Content under this Agreement. Participant agrees to take all action and execute and deliver to PCMLS all documents requested by PCMLS in connection with the license granted to PCMLS in and to the Listing Content. Participant further agrees to take all action and execute and deliver to PCMLS all documents requested by PCMLS in connection with the copyright application and registration of the MLS Database.

d. Participant shall indemnify PCMLS against all damages, costs, and liabilities, including reasonable attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content infringes the rights of any third party. PARTICIPANT ACKNOWLEDGES THAT THE FOREGOING SENTENCE MEANS THAT PARTICIPANT MUST OBTAIN ASSIGNMENTS OR LICENSES FROM THE AUTHORS OF ANY PORTIONS OF THE LISTING CONTENT, INCLUDING AFFILIATES, PHOTOGRAPHERS SELLERS AND OTHER THIRD PARTY CONTRIBUTORS, AS NECESSARY FOR PARTICIPANT TO LICENSE THE LISTING CONTENT TO PCMLS AND TO OTHERWISE MAKE FULL USE OF THE LISTING CONTENT UNDER THIS AGREEMENT. IF PARTICIPANT FAILS TO DO SO, PARTICIPANT WILL ASSUME AND REIMBURSE PCMLS FOR THE COST OF DEFENDING PCMLS AGAINST INFRINGEMENT CLAIMS AND PAYING DAMAGES ON ANY SUCH CLAIMS.

e. Without limiting the generality of this Section 4, but subject to the rights of participants in PCMLS's multiple listing service to opt out of inclusion with respect to Listings submitted by such participant as set forth in PCMLS's Rules and Regulations, Participant acknowledges and agrees that PCMLS may use and license, or otherwise grant rights in or to the MLS Database or any or all of the Listings included in the MLS Database, including any and all Listing Content, to any third party for any lawful purpose reasonably deemed appropriate by MLS, unless otherwise limited by a separate agreement between PCMLS and the applicable Broker or by the Rules and Regulations.

f. Participant hereby grants to PCMLS all rights necessary for PCMLS to protect and enforce all intellectual property rights associated with the Listing Content, including all copyrights. In accordance with the grant of such rights, Participant hereby irrevocably authorizes, empowers and vests in PCMLS the right, and appoints PCMLS as Participant's attorney in fact, to do the following:

g. Add watermarks or other means of identification to any and all Listings, regardless of whether such means of identification is visible, and take any and all other action deemed appropriate by PCMLS to identify the source of any misuse, infringement, or misappropriation of any Listing Content.

h. Send demand letters, exercise rights under any applicable license agreements, and take any and all other action deemed appropriate by PCMLS to prevent the misuse, infringement, or misappropriation of any Listing Content.

i. Enforce and compromise any and all intellectual property rights in the Listing Content, including all copyrights, whether such rights are held in the name of Participant or others, and take all action deemed necessary and appropriate by PCMLS in connection with the enforcement of all such rights, including, without limitation, the filing and prosecution of litigation or binding arbitration with respect to any potential claim of infringement, misappropriation, or other similar claim, the naming of any parties deemed appropriate by PCMLS, and the collection of any damages.

j. Execute all documents, whether in the name of Participant and/or PCMLS, deemed appropriate by PCMLS to effect any of the foregoing.

Notwithstanding the foregoing, nothing in this Section 4 requires PCMLS to take any action against any person, firm, partnership or other entity that Participant claims may be infringing any Listing Content.

5. Fees. In consideration for participation in PCMLS's multiple listing service and for the services provided and licenses granted under this Agreement, Participant agrees to pay to PCMLS the fees (the "Fees") in the amount, and in accordance with the terms, established by PCMLS for participation by participants in PCMLS's multiple listing service, which amount and terms may be changed by PCMLS at any time effective upon thirty (30) days prior written notice to Participant.

6. Agreement With Agents. Participant agrees to cause all of Participant's Agents who will receive access to the PCMLS through Participant to enter into an agent subscription agreement, in a form and substance acceptable to PCMLS (an "Agent Subscription Agreement"), in its sole discretion.

7. Responsibility for Affiliates. Participant shall be responsible and liable to PCMLS for the acts and omissions of its Affiliates, and shall be responsible for each Affiliate's compliance with the Rules and Regulations. Any failure to comply with the Rules and Regulations by an Affiliate shall be deemed a failure to comply by Participant, and Participant shall be responsible and liable to PCMLS for any damages incurred by PCMLS arising from or as a result of an Affiliate's noncompliance with the Rules and Regulations.

8. No Assignment by Participant. Participant agrees that this Agreement is personal to Participant, and Participant may not assign or transfer this Agreement, including any license granted under this Agreement, or transfer any rights or delegate any duties under this Agreement, to any third party. Any attempt to assign, transfer, or delegate any of Participant's rights, duties, or obligations under this Agreement shall be null and void.

9. Interruptions in Service. Participant acknowledges that access to the MLS Database may from time-to-time be unavailable to Participant, whether because of technical failures or interruptions, intentional downtime for service or changes to PCMLS's website, or otherwise. Participant agrees that any modification of PCMLS's website, and any interruption or unavailability of access to the MLS Database shall not constitute a default of any obligations of PCMLS under this Agreement, and PCMLS shall have no liability of any nature to Participant for any such modifications, interruptions, unavailability, or failure of access.

10. Copies and Derivative Works. Except as otherwise expressly provided in this Agreement, PCMLS's Rules and Regulations, or a separate license agreement, Participant may not do any of the following, either directly or indirectly, including assist any other person to do, or otherwise contribute in any way to any of the following:

- a. Make any copies of the MLS Database, or any portion of the MLS Database, including any specific Listing Content included in the MLS Database;
- b. Create any derivative works, enhancements, or other modifications of the MLS Database;
- c. Download, distribute, export, or transmit the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database, to any computer or other electronic device, or otherwise transmit electronically, or otherwise, the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database; or
- d. Publicly display the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database.

11. Representations and Warranties Regarding Listings. Participant represents and warrants with respect to each Participant's Listing or change to a Participant's Listing submitted to PCMLS under this Agreement and PCMLS's Rules and Regulations, the following:

a. The respective Seller has assigned or licensed in writing all of Seller's rights, title and interest, including all copyright rights and other intellectual property rights, in and to the Listing Content to Participant.

b. The Participant's Listing complies in all respects with PCMLS's Rules and Regulations.

c. To the best of Participant's and any applicable Agent's knowledge and after reasonable due diligence to verify the accuracy of all information in the Participant's Listing, all information included in the Participant's Listing is accurate and not misleading.

d. The Listing Content for each Participant's Listing is an original work of authorship of Participant, or Participant is the assignee or licensee of such Listing Content pursuant to an enforceable assignment or license. Except for Participant and any person or entity, which has assigned his, her or its rights in accordance with Section 4 of this Agreement, no other person or entity has any rights of any nature in or to any of the Listing Content for any Participant's Listing.

e. There is no claim, litigation or proceeding pending or threatened with respect to the Listing Content for any Participant's Listing.

f. The Listing Content, and the assignment or license of rights in and to Listing Content to PCMLS, do not infringe or violate any patents, copyrights, mask work rights, trademarks, trade secrets or other proprietary rights of any third party.

g. When Participant executes this Agreement, this Agreement will be valid, binding and enforceable with respect to Participant in accordance with its terms. The execution of this Agreement and/or the performance of Participant's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which Participant is bound.

h. Participant is a Broker.

12. Signatory Representation and Warranty. The individual who signs this Agreement (the "Signatory") represents and warrants that he/she is the Participant, or is authorized by the Participant to accept this Agreement and to bind Participant to the terms and conditions of this Agreement.

13. Submission of Listings. As a material condition to accessing the MLS Database, Participant agrees to submit to PCMLS all Listings, in accordance with, and except as otherwise provided in, PCMLS's Rules and Regulations. PCMLS may refuse to accept or include in, and may remove from, the MLS Database, any Listing or any Listing Content, or may require Participant to direct PCMLS to modify any Listing Content, as provided under PCMLS's Rules and Regulations, or if PCMLS determines, in its sole discretion, that any such Listing or Listing Content may violate or infringe upon the rights of a third party. Notwithstanding the foregoing sentence, except as provided in PCMLS's Rules and Regulations, Participant acknowledges that PCMLS has no obligation to remove, modify or refuse any Listing or Listing Content. PCMLS grants to Participant a limited, non-exclusive, personal license to input Listing Content in the MLS Database and to modify such Listing Content strictly in accordance with the terms and conditions of this Agreement and PCMLS's Rules and Regulations. Participant acknowledges and agrees that any Listing or Listing Content, or

any prospective Listing or Listing Content, submitted by Participant or its Affiliates may be accessible by other participants in or users of PCMLS's multiple listing service, and PCMLS shall have no liability to Participant for providing such other participants or users access to any Listing or Listing Content, or any prospective Listing or Listing Content.

14. Confidential Information. Any information provided by PCMLS to any Participant, including without limitation, any password to the MLS Database, any printouts of the MLS Database as provided under this Agreement, and all Listing Content, including personal information of a Seller (collectively "Confidential Information") shall be maintained by Participant as confidential and available exclusively for use by Participant as provided in this Agreement. Participant shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. Participant shall not disclose any Confidential Information pursuant to a court order or as required by law until Participant has given PCMLS ten (10) days prior written notice and an opportunity to oppose such disclosure. Notwithstanding the foregoing, Participant may disclose Listing Content for individual Listings strictly in accordance with this Agreement and the Rules and Regulations.

15. Additional Representations and Warranties of Participant. If Participant is a Broker, Participant represents and warrants the following to MLS: (a) Participant is a Realtor[®] in good standing; (b) Participant holds a current, valid real estate broker's license; (c) Participant is a member of an Association that is organized in the state of Utah and is in good standing with such Association; and (d) Participant is capable of offering and accepting cooperation and compensation to and from other participants in PCMLS's multiple listing service in accordance with PCMLS's Rules and Regulations. If Participant is a Brokerage Firm, Participant represents and warrants to PCMLS that Brokerage Firm is managed by and under the control of a Broker, and such Broker (a) is a Realtor[®] in good standing; (b) holds a current, valid real estate broker's license; (c) is a member of an Association in good standing; and (d) is capable of offering and accepting cooperation and compensation to and from other participants in PCMLS's multiple listing service in accordance with PCMLS's Rules and Regulations. Participant further represents and warrants to PCMLS that this Agreement, when executed by Participant, will be valid, binding and enforceable with respect to Participant in accordance with its terms; (a) the provisions of the services provided under this Agreement and the fulfillment of Participant's obligations as contemplated under this Agreement are proper and lawful; (b) Participant is not and shall not be under any disability, restriction or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement; and (c) all of Participant's Agents have entered into Subscription Agreements.

16. Compliance with Governing Rules and Agreements.

a. By entering into this Agreement, Participant represents and warrants to PCMLS that Participant, or its Broker if Participant is a Brokerage Firm, has read and understands, and Participant shall be bound by and at all times fully comply with and perform all of Participant's obligations under this Agreement, the Rules and Regulations, and the Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS[®]. In addition to all other rights and remedies available to PCMLS under this Agreement and PCMLS's Rules and Regulations, Participant acknowledges that PCMLS may levy fines against Participant for noncompliance with PCMLS's Rules and Regulations as provided in PCMLS's Rules and Regulations. A copy of the then-current version of PCMLS's Rules and Regulations is available upon request.

b. To the extent there is any conflict between this Agreement, PCMLS's Rules and Regulations, and any applicable Subscription Agreement, PCMLS's Rules and Regulations shall govern. As between this Agreement and any Subscription Agreement, this Agreement shall govern.

17. No Warranty. THE SERVICES PROVIDED AND LICENSE GRANTED TO PARTICIPANT UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT ANY WARRANTY OF ANY NATURE. PCMLS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, BUT WITHOUT LIMITATION, PCMLS DISCLAIMS ANY WARRANTY WITH RESPECT TO ANY LISTINGS, ANY LISTING CONTENT, AND THEIR ACCURACY.

18. Limitation of Liability.

a. PCMLS’S ENTIRE AND CUMULATIVE LIABILITY TO PARTICIPANT, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MLS DATABASE OR LISTING CONTENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY PARTICIPANT TO PCMLS DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM ARISES.

b. WITHOUT LIMITING AND NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL PCMLS BE LIABLE TO PARTICIPANT OR ANY AGENT, AFFILIATE, OR OTHER THIRD PARTY FOR ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, GENERAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF FORESEEABLE OR IF PCMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE. PCMLS SHALL HAVE NO LIABILITY OF ANY NATURE TO AGENTS, AFFILIATES OR VENDORS.

c. WITHOUT LIMITING THE FOREGOING, PARTICIPANT ACKNOWLEDGES AND AGREES THAT PCMLS DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM PCMLS’S WEBSITE AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT PARTICIPANT’S OR OTHER THIRD PARTIES’ CONNECTIONS TO THE INTERNET (OR PORTIONS OF THE INTERNET). ALTHOUGH PCMLS WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, PCMLS CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, PCMLS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

19. Injunction. PCMLS and Participant agree that a breach or violation of Sections 10, 14, and 21.g of this Agreement will result in immediate and irreparable injury and harm to PCMLS. In such event, PCMLS shall have, in addition to any and all remedies of law and other consequences under this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that, this shall in no way limit any other remedies which PCMLS may have, including, without limitation, the right to seek monetary damages.

20. Temporary Suspension of Services. Without terminating this Agreement, if Participant’s principal broker license becomes inactive, Participant may request temporary suspension of Participant’s participation in PCMLS’s multiple listing service for a period of up to twelve (12) consecutive months (a “Temporary Suspension Period”). Participant’s request will be granted upon (a) prior written consent of PCMLS; (b) Participant’s payment of a suspension fee in an amount established by PCMLS, which amount may be increased from time-to-time in PCMLS’s sole discretion (the “Temporary Suspension Fee”), and; (c)

Participant's payment in full of all amounts otherwise owing by Participant. The Temporary Suspension Fee may be waived by PCMLS if Participant requests suspension for any of the following reasons: military service, full time church assignment, serious illness, or other similar reasons acceptable to PCMLS in its sole discretion. At any time prior to the expiration of the Temporary Suspension Period, Participant may request, and upon the prior written approval of PCMLS shall be granted, a one-time extension of the Temporary Suspension Period for up to an additional twelve (12) months, subject to payment of an additional Temporary Suspension Fee.

21. Term and Termination.

a. The initial term of this Agreement shall commence on the Effective Date and, unless earlier terminated as provided in this Agreement, shall continue for a period of one (1) year. This Agreement shall automatically renew for additional one (1) year terms unless either party gives written notice to the other party of non-renewal at least thirty (30) days prior to the expiration of the then-current term or this Agreement is otherwise terminated as provided in this Agreement.

b. Either party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other party.

c. PCMLS may terminate this Agreement upon the occurrence of any of the following events: (1) Participant fails to pay any Fees when due; (2) Participant discloses any Confidential Information, including, without limitation, any password of Participant or a Agent, except as expressly provided in this Agreement; (3) Participant otherwise fails to comply in all respects with the Rules and Regulations, or the Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS®; (4) Participant defaults under any material term or condition of any License Agreement; or (5) Participant defaults under any other material term or condition of this Agreement. Except as otherwise provided in this Agreement, termination pursuant to this Section 21.c of this Agreement shall be effective at any time after PCMLS has given ten (10) business days' notice to Participant of any such event, and such event has not been cured within such ten (10) day period. Notwithstanding the foregoing sentence, if, in the reasonable discretion of PCMLS, the occurrence of any such event could result in irreparable harm to PCMLS, termination shall be effective immediately, without prior written notice to Participant, provided that notice shall be delivered to Participant within ten (10) business days following such termination.

d. This Agreement may also terminate as provided under Section 25.d of this Agreement.

e. In addition to all other rights and remedies available to PCMLS under this Agreement, if Participant fails to pay any Fees when due, or otherwise defaults under this Agreement, PCMLS may, in its sole discretion, temporarily suspend the license granted to Participant to access the MLS Database until all outstanding Fees have been paid in full or the default has been cured.

f. Notwithstanding anything to the contrary in this Agreement, if Participant violates or is alleged to have violated the Rules and Regulations, Participant shall not be terminated in accordance with Section 21.c of this Agreement until any hearing or appeal rights of Participant have expired as provided in PCMLS's Rules and Regulations.

g. Upon termination of this Agreement, Participant agrees to immediately destroy any printouts of the MLS Database or Listing Content, and any copies of the MLS Database and Listing Content in Participant's possession or under Participant's control, including in possession of any Affiliates. No pre-paid Fees will be refunded to Participant for any termination of this Agreement.

h. Upon termination of this Agreement, all licenses granted and all services provided to Participant under this Agreement shall terminate. In addition, any and all rights granted to Affiliates to access

or use the MLS Database pursuant to PCMLS's Rules and Regulations or separate agreement with PCMLS shall automatically terminate, unless otherwise expressly provided with respect to Agents under an applicable Subscription Agreement.

i. If, for any reason, any Subscription Agreement is terminated, Participant agrees to either assign all Participant's Listings originated by the terminated Agent to another Agent, or request that PCMLS terminate or change the status of Participant's Listings originated by the terminated Agent.

22. Indemnification. Participant agrees to indemnify and hold harmless PCMLS, its parent company, Park City Board of Realtors, Inc., and their respective officers, directors, employees, shareholders and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with any Listing Agreement, this Agreement, submission to PCMLS of any Listing or Listing Content and the inclusion of any Listing or Listing Content by Participant in the MLS Database, including, without limitation, any claim that the access to, display of, and/or use of any Listing Content infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world, including any claims by Sellers. PCMLS shall have the right to control its own defense and engage legal counsel acceptable to PCMLS.

23. Proprietary and Other Notices. Participant agrees that it will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in connection with, the MLS Database or any printouts of the MLS Database allowed under this Agreement.

24. IDX Advertising Consent. Unless Participant has made an express, written non-participation election for PCMLS's Internet Data Exchange ("IDX") program as described in PCMLS's Rules and Regulations, Participant expressly consents to other participants in PCMLS's IDX program to advertise all Participant's Listings in accordance with the IDX policy set forth in PCMLS's Rules and Regulations.

25. General.

a. Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, by a reputable overnight courier service, or by e-mail, if the sender receives and maintains a copy of a certified mail receipt and a copy is mailed within one (1) business day after notice is delivered by e-mail, to the appropriate party at the following addresses:

If to Participant:

At the street address or e-mail maintained by PCMLS for Participant.

If to PCMLS:

Park City Multiple Listing Service, Inc.
1889 Prospector Avenue
Park City, Utah 84060
Attention: Anne Reynolds
Email: anne@parkcityrealtors.com

With a copy to:

Callister Nebeker & McCullough
Zions Bank Building
10 East South Temple, Suite 900
Salt Lake City, Utah 84133
Attention: John H. Rees
Email: jhrees@cnmlaw.com

The foregoing addresses may be changed from time-to-time by delivering notice of such change, referencing this Agreement, to the parties to this Agreement.

b. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah. Participant acknowledges that by providing Listings to PCMLS and using the services provided under this Agreement, Participant has transacted business in the state of Utah. By transacting business in the state of Utah by agreement, Participant voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Summit County, state of Utah, as to all matters relating to or arising from this Agreement.

c. Costs of Litigation. If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.

d. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement; except that if any provision of Sections 9, 17, or 18 of this Agreement, or any other limitation of liability or exclusion of warranty set forth in this Agreement, is determined to be invalid or unenforceable, then this Agreement shall immediately terminate without notice.

e. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement. The subsequent acceptance of any payment due under this Agreement by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in this Agreement.

f. Entire Agreement; Modifications Only in Writing. This Agreement, together with PCMLS's Rules and Regulations and any applicable License Agreement, (i) constitutes the entire agreement between PCMLS and Participant concerning the MLS Database, Listing Content, and all other subject matter of this Agreement, (ii) supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties, and (iii) may not be amended except in writing signed by PCMLS and Participant. In the event that there is any conflict between this Agreement and the terms of use of any PCMLS website, the terms of this Agreement shall govern.

g. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of PCMLS and Participant and is not intended to benefit any third party, including any Seller or Agent. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

h. Effective Date. This Agreement shall be dated effective as of the date set forth above the signatures at the end of this Agreement.

i. Survival. The provisions of Sections 4, 5, 7, 9, 14, 17, 18, 19, 21.g, 22, and 25 of this Agreement shall survive the termination of this Agreement, including termination pursuant to Section 25.d of this Agreement.

26. Definitions. The following terms shall have the following meanings in this Agreement:

a. Affiliates mean Agents, non-principal brokers, appraisers, and any other agents or employees of Participant who may have access to the MLS Database subject to PCMLS's Rules and Regulations and any applicable agreements with PCMLS.

b. Agent means a real estate agent, or associate broker, as such terms are defined in the Title 61, Chapter 2, Utah Code Ann., who is engaged as an agent of Participant, either as an employee or an independent contractor of Participant.

c. Association means an association of REALTORS[®] established and operated in accordance with the applicable rules and regulations of the NATIONAL ASSOCIATION OF REALTORS[®].

d. Broker means a principal real estate broker, as such term is defined in the Title 61, Chapter 2, Utah Code Ann., who is a Realtor[®] in good standing.

e. Brokerage Firm means a real estate brokerage firm affiliated with a principal real estate Broker.

f. Effective Date has the meaning set forth in Section 25.h of this Agreement.

g. Exempted Listing means a Listing which the respective Seller has withheld permission to have included in the MLS Database, or a Listing which is not required to be filed with PCMLS, in accordance with PCMLS's Rules and Regulations.

h. IDX has the meaning set forth in Section 24.

i. IDX Listings means all of the listings identified or defined as an IDX listing in PCMLS's Rules and Regulations.

j. License Agreement means a license agreement entered into between PCMLS and Participant, PCMLS and an Agent, or PCMLS and a third party at the request of Participant.

k. Listing means a real estate listing of a participant in PCMLS's multiple listing service.

l. Listing Agreement means an enforceable, written, and fully executed agreement between Participant and a Seller whereby, among other things, Participant agrees to provide real estate sales services to Seller, and Seller agrees to pay compensation for services provided, including compensation to a cooperating Broker, if applicable, all in accordance with applicable law.

m. Listing Content means all data and content, including without limitation, all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and pricing information submitted by Participant to PCMLS with respect to Participant Listing, except Exempted Listings.

n. MLS Database means the compilation of Listings, including information for sold properties, known as the MLS Database, as modified from time-to-time by PCMLS, and which, as of the date of this Agreement, is available to Participants at www.pcmls.net.

o. Participant has the meaning set forth on the first page of this Agreement.

p. Participant Listings means only the Listings of Participant.

q. PCMLS has the meaning set forth on the first page of this Agreement.

r. Rules and Regulations means the rules and regulations and policies and procedures, as amended, of the Association of which Participant is a member, including the rules and regulations of PCMLS.

s. Seller means the seller(s) or lessor(s) of a property which is the subject of a Listing at issue under this Agreement.

t. Subscription Agreement has the meaning set forth in Section 6 of this Agreement.

u. Vendor means any person or entity which has entered into a License Agreement for display of real estate listings for Participant or an Agent of Participant.

Dated effective _____, 20____.

PCMLS

PARK CITY MULTIPLE LISTING SERVICE, INC.

By _____
Print Name

Chief Executive Officer

PARTICIPANT

By _____
Print Name

Individually