

# **License Agreement**

## **(AVP Display of Listings on a VOW)**

This License Agreement (the “Agreement”) is made and entered into by and between Park City Board of Realtors®, a Utah corporation (“MLS”), and \_\_\_\_\_, a \_\_\_\_\_, as an affiliated VOW partner (“AVP”).

### AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, MLS and AVP agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, MLS hereby grants to AVP a License. The License granted under this Agreement is for the exclusive purpose of operating one or more VOWs on behalf of Participant to facilitate the display of Licensed Listings. No License will be granted to AVP to display Licensed Listings on a particular VOW, unless MLS has received and accepted a Participant Request from the Participant and Agent, if applicable. AVP agrees and acknowledges that MLS may modify the terms of this Agreement at any time, in its sole discretion. MLS agrees to deliver to AVP and each Participant notice of any modification to this Agreement. In the event any material modification to this Agreement is unacceptable to AVP or Participant, AVP may terminate this Agreement in accordance with Section 22.b of this Agreement, or Participant may cause MLS to terminate this Agreement for particular VOWs in accordance with Section 22.f of this Agreement. If an Agent is no longer an agent of Participant which accepted the terms of a Participant Request for that Agent, then MLS may suspend this Agreement with respect to the applicable Agent’s VOW in accordance with Section 22.f of this Agreement.

2. Limitations on License; Security. Except as expressly set forth in this Agreement, no rights are granted to AVP to do any of the following, and AVP shall not, and shall not cause or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the Licensed Listings, or otherwise create any derivative works of the Licensed Listings; (b) download, distribute, export, deliver, or transmit any of the Licensed Listings, including to any computer or other electronic device, except the Display Server as permitted under this Agreement; or (c) sell, grant access to, or sublicense the Licensed Listings, or any portion of the Licensed Listings, to any third party. AVP agrees to implement and maintain appropriate security protection as required by MLS, in MLS’ sole discretion, to maintain an audit trail of users’ activity on the VOW, and make that information available to MLS if MLS has reason to believe that any VOW has caused or permitted a breach in the security of the VOW, or a violation of the VOW Policy, VOW Rules, or Rules and Regulations, and to otherwise take all reasonable steps necessary to protect the Licensed Listings from unauthorized access, distribution, copying or use.

3. License Fees and Payment; Expenses. In consideration for the License granted under this Agreement, AVP agrees to pay to MLS the license fees and other fees described on

the attached Schedule C to this Agreement (the “License Fees”). The License Fees shall be payable as provided on Schedule C. A Participant or Agent may pay on behalf of AVP the License Fees and any other amounts owing by AVP to MLS under this Agreement, except that if a Participant or Agent fails to pay any such amounts when due, AVP shall be liable to MLS for such amounts until paid. Interest on all unpaid amounts owing to MLS under this Agreement shall accrue at the lesser of (i) the rate of fifteen percent (15%) per annum, or (ii) the maximum interest rate allowable under applicable law, until paid. AVP agrees to pay all costs of collection of all unpaid amounts owing to MLS under this Agreement, including reasonable attorney’s fees and costs. In addition, AVP agrees to pay all legal expenses, including reasonable attorney’s fees, incurred by MLS in negotiating or making any changes to this Agreement, or any documents or agreements in connection with this Agreement, if such changes are made or negotiated at the request of AVP. AVP shall be responsible for its own expenses and costs under this Agreement, and MLS shall have no obligation to reimburse AVP for any expenses or costs incurred by AVP in the exercise of AVP’s rights or the performance of AVP’s duties under this Agreement.

4. Display Servers. All Display Servers, if applicable, shall be under the direct control and supervision of AVP. In the event any person or entity, except AVP, has any control over, responsibility for, or access to the Display Server (an “AVP Affiliate”), AVP shall enter into a written agreement with the AVP Affiliate obligating the AVP Affiliate to comply with all of the terms and conditions of the Agreement. MLS shall be an express third party beneficiary of any such agreement.

5. Compliance with Standards.

a. AVP agrees to be bound by and comply with all of the terms and conditions in the Access Standards, Technology Standards, VOW Policy, and VOW Rules, including maintaining, as applicable, the VOW, and, if applicable, Display Servers, in accordance with the Technology Standards, VOW Policy, and VOW Rules. With respect to the VOW Rules, AVP shall ensure that any display of Licensed Listings is in compliance with the terms of the VOW Rules. AVP shall not cause the display of any Licensed Listings to be inconsistent with the terms of the VOW Policy or VOW Rules, and AVP shall not facilitate any noncompliance with the terms of the VOW Policy, VOW Rules, Technology Standards, Access Standards, or this Agreement, by any third party, including a Participant or Agent, the host or creator of each VOW, or a party involved in any VOW.

b. The Access Standards, Technology Standards, VOW Policy, and VOW Rules may include terms and limitations in addition to or inconsistent with those set forth in this Agreement. In the event of any such inconsistency, or in the event this Agreement grants rights otherwise limited by the VOW Policy or VOW Rules, the terms of the Access Standards, Technology Standards, VOW Policy, and VOW Rules will govern. AVP acknowledges that MLS may modify the Access Standards, Technology Standards, VOW Policy, and VOW Rules at any time, in its sole discretion. MLS agrees to deliver to AVP and each Participant notice of any modification to the Access Standards, Technology Standards, VOW Policy, and VOW Rules. In the event any material modification to the Access Standards, Technology Standards, VOW Policy, or VOW Rules is unacceptable to AVP or a Participant, AVP may terminate this

Agreement in accordance with Section 22.b of this Agreement, or Participant may cause MLS to terminate this Agreement with respect to the display of Licensed Listings on a particular VOW and in accordance with Section 22.f of this Agreement.

c. AVP shall immediately notify MLS of any failure to comply with the Access Standards, Technology Standards, VOW Policy, or VOW Rules of which it becomes aware, including by any Participant or Agent, and including any actual or attempted material unauthorized access to or download or use of the Licensed Listings. Upon the occurrence of any such event or action, AVP shall take all steps necessary, and cooperate with MLS in every way requested by MLS, to remedy and prevent the continuation or recurrence of such actions or event, including with respect to any litigation or other proceeding, as deemed necessary by MLS.

6. Means of Access to Licensed Listings. Access by AVP to the Licensed Listings shall be exclusively through RETS Download as set forth in the Access Standards and Technology Standards. MLS may, in its sole discretion and upon thirty (30) days prior written notice to AVP, change the means and nature of accessing the Licensed Listings.

7. Changes to MLS' Server. MLS shall not be obligated to make any changes to MLS' Server, including any software running on MLS' Server, the configuration, applicable protocols, or any other aspect of MLS' Server for any reason, including changes which AVP believes may be necessary to facilitate access to the Licensed Listings. Notwithstanding the foregoing, MLS may, at any time, modify or replace MLS' Server, in its sole discretion, and AVP understands that a modification of MLS' Server may require changes to any applicable websites, including VOWs, hardware, software, or configurations to provide for access to the Licensed Listings. MLS makes no representations or warranties with respect to the response time for access to the Licensed Listings. AVP acknowledges that MLS' Server, together with access to the Licensed Listings may from time-to-time be unavailable to AVP, whether because of technical failures or interruptions, intentional downtime for service or changes to MLS' Server, or otherwise. AVP agrees that any modification of MLS' Server, and any interruption or unavailability of access to MLS' Server, or access to or use of the Licensed Listings shall not constitute a default under this Agreement, and that MLS shall have no liability of any nature to AVP for any such modifications, interruptions, unavailability, or failure of access.

8. Intellectual Property. AVP acknowledges and agrees that the Database and the Licensed Listings are proprietary, original works of authorship of MLS, or licensed to MLS, protected under United States copyright, trademark, patent and trade secret laws of general applicability. AVP further acknowledges and agrees that all right, title, and interest in and to the Database, together with all modifications, enhancements, and derivative works of the Database, including all copyright rights, are and shall remain with MLS. Notwithstanding the prohibition against modification of the Database, in the event AVP makes any such modification, then any modifications to the Database, shall be the sole property of MLS. AVP hereby assigns to MLS any and all modifications to the Database made by AVP, or anyone within the control of AVP. AVP agrees to execute all documents and take all action reasonably requested by MLS in connection with the assignment of rights to MLS. This Agreement does not convey or grant to AVP an interest in or to the Database or Licensed Listings, but only a limited right to download, use, and display the Licensed Listings, revocable in accordance with the terms of this

Agreement. In the event of any claim for infringement or misappropriation of the Database or Licensed Listings, all damages awarded and other awards and recoveries shall be the exclusive property of MLS, and all such amounts shall be paid to MLS. In the event, for any reason, AVP obtains possession or control of any such damages or awards, AVP agrees to hold all such funds as trustee in trust for the exclusive benefit of MLS. AVP agrees that it will not challenge or take any action inconsistent with MLS' rights to the Database or Licensed Listings.

9. Trademarks. MLS grants to AVP a limited, non-exclusive, revocable license to use the trademark identified on the attached Schedule B as a trademark available to vendors for the purpose of identifying MLS as the source of the Licensed Listings ("MLS Trademark"). Any use of the MLS Trademark shall be solely for the purpose of identifying MLS as the source of the Licensed Listings, used exactly in the form displayed on Schedule B, and shall be used strictly in accordance with the applicable terms of the VOW Rules. The license granted under this Section 9 of this Agreement may be terminated at any time by MLS, in its sole discretion, upon ten (10) days notice. AVP agrees and acknowledges that the license of the MLS Trademark is made without any representations or warranties of any kind or nature. MLS does not make any representations or warranties regarding title to the MLS Trademark, the rights of any other persons or entities to the MLS Trademark, or with regard to the enforceability of any rights to the MLS Trademark. Except as provided in this Section 9 of this Agreement, no other right is granted to AVP under this Agreement with respect to any trademarks of MLS. AVP agrees that it shall not use any trademarks of MLS, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of MLS, or represent or suggest any affiliation between MLS and AVP. AVP agrees that it will not file any applications or assert any rights to any of MLS' trademarks in the United States, or any other country or territory.

10. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS TO AND DISPLAY OF THE LICENSED LISTINGS, IS "AS IS," AND, EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 12 OF THIS AGREEMENT, MLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Audit. MLS may, or at its option may engage an independent third party to, audit, test, and inspect the equipment and facilities of AVP, including each Display Server, and to perform tests of AVP's controls, systems and procedures, and of the VOWs as often as deemed reasonably necessary by MLS, in its sole discretion, including without limitation, (a) external attempts to penetrate any firewalls established in connection with any Display Server and protection of the Licensed Listings; (b) viewing all of the pages constituting each VOW; (c) using the VOWs to initiate and execute searches; and (d) using all other features and functions available on the VOWs, and if any of the features or functions of a VOW are protected by a user authentication device, such as a password, or require registration or similar function, then using all of such features and functions. If any features or functions of a VOW require registration or other information, MLS may input information which is not accurate in order to access the feature or function. AVP shall not attempt to block or otherwise interfere with MLS' monitoring or review of, attempts to penetrate, or access to any Display Server or AVP's other systems and

controls. Each such audit shall be performed in accordance with audit standards and procedures established by MLS, in its sole discretion, and shall be performed to monitor and review (a) the adequacy of AVP's internal controls; (b) the adequacy of AVP's security system and procedures; (c) AVP's compliance with the Technology Standards; (d) AVP's compliance with applicable laws, rules and regulations; and (e) AVP's compliance with any other terms of this Agreement. The costs of such audits and tests shall be at MLS' expense, except that if at any time an audit discloses that AVP is not in full compliance and has otherwise not met the audit standards established by MLS in its sole discretion, AVP shall pay all costs of the audit, including MLS' internal costs, the independent auditor costs, and other out-of-pocket expenses incurred by MLS. In addition to the foregoing, AVP shall grant access to the VOW to all Participants to verify compliance with the VOW Rules, VOW Policy, and Rules and Regulations.

12. Representations, Warranties, and Covenants.

a. Each party represents and warrants to the other as follows: (i) this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms; and (ii) the execution of this Agreement and/or the performance of such party'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 such party is bound.

b. AVP represents, warrants, and covenants that: (i) it 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; (ii) that for each VOW, a Participant Request has been signed and delivered to MLS by the applicable Participant or, with respect to the VOW of an Agent, by the applicable Participant and Agent; (iii) that the grant of the License to AVP and the fulfillment of AVP's obligations as contemplated under this Agreement are proper and lawful; and (iv) that it shall establish, operate, and maintain each VOW strictly in compliance with the VOW Rules and VOW Policy.

13. Contract Administration; Technical Contact. Each party shall designate the name, address, telephone number, fax number, and e-mail address of a person who shall be the contract administrator under this Agreement (each a "Contract Administrator"), and the name, address, telephone number, fax number, and e-mail address of a person who shall be the technical contact under this Agreement (the "Technical Contact"). The initial Contract Administrator and Technical Contact for AVP shall be identified on the attached Schedule A to this Agreement. The Contract Administrator and/or Technical Contact may be changed from time-to-time, but not prior to delivery of notice to the other party. Each party's Technical Contact will be the point of contact for all technical issues related to the Database, Display Server(s), and otherwise arising under this Agreement.

14. Disclaimer. AVP acknowledges and agrees that use of, access to, and the display of the Licensed Listings by AVP do not constitute an endorsement, acceptance, or approval by MLS of any display of the Licensed Listings, or the means of displaying the Licensed Listings, including on any VOW. MLS expressly disclaims any responsibility for the content of the VOW

and any other medium of display of the Licensed Listings, including without limitation, intellectual property infringement, content, accuracy, defamation, and other unlawful content.

15. Operation in Accordance with Law. AVP agrees that it will at all times develop, maintain, and display, as applicable, the Licensed Listings, the VOW, Display Servers, content of the VOW, and all of AVP's business and business operations in a professional manner and in accordance with all applicable federal, state, and local laws, ordinances, and regulations and the Rules and Regulations. Further, AVP will not include in the content of the VOW any material which is illegal, immoral, unethical, or offensive.

16. Confidential Information. AVP agrees and acknowledges that in addition to any copyright and other proprietary rights, the Licensed Listings are confidential information of MLS. The Licensed Listings, any non-public information delivered by or under the direction of MLS or used by AVP in connection with access to the Licensed Listings, and the terms and conditions of this Agreement (collectively "Confidential Information"), shall be maintained by AVP as confidential and available exclusively for use by AVP as provided in this Agreement, and for no other purposes. AVP shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. AVP shall not disclose any Confidential Information pursuant to a court order or as required by law until AVP has given MLS ten (10) days prior written notice and an opportunity to oppose such disclosure.

17. Indemnification.

a. AVP hereby agrees to indemnify and hold harmless MLS, Participants, and Brokerage Firms, their Agents, and their respective subsidiaries and affiliates, and their respective officers, directors, managers, shareholders, members, employees, licensees, and sublicensees (each an "Indemnified Party"), from and against any and all suits, proceedings, 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 of the following claims, whether such claim is for direct or indirect liability (each a "Claim"): (i) any claim for infringement or misappropriation of any copyright, patent, or trade secret, or other intellectual or other property right of any kind or nature whatsoever, arising under or in connection with this Agreement based on the acts or omissions of AVP, including, without limitation, any claim in connection with the use or display of any of the Licensed Listings by AVP, the use of any technology or processes, including computer software programs, computer hardware, or business methods in connection with the use or display of any of the Licensed Listings; and (ii) any breach of any representation, warranty, or covenant made by AVP under this Agreement, including, without limitation, any representation, warranty, or covenant in Section 12 of this Agreement. MLS shall have the right to control its own defense and engage legal counsel acceptable to MLS, in its discretion. If any Claim is made, or in MLS' reasonable opinion is likely to be made, MLS may upon ten (10) days notice terminate this Agreement, but such termination shall not relieve AVP of its indemnification obligations under this Section.

b. An Indemnified Party shall give AVP written notice of any Claim, within a reasonable time after receiving actual notice of the Claim, for which the Indemnified Party

intends to claim indemnification, provided that failure to give such notice shall relieve AVP of its obligations under this Section only to the extent AVP was prejudiced by delay or other failure in the delivery of such notice. In addition, each Indemnified Party shall reasonably cooperate with AVP, at AVP's expense, in the investigation, defense, and settlement of the Claim. MLS may settle or compromise any Claim, provided that such settlement does not involve any admission of wrongdoing on the part of AVP.

c. Notwithstanding anything to the contrary in this Agreement, AVP's obligations under this Section shall not be subject to any limitation on damages or remedies set forth in other Sections of this Agreement, and shall survive any termination or expiration of this Agreement. MLS shall have the right to offset any costs or expenses incurred by MLS that are indemnifiable hereunder against any amounts due to AVP under this Agreement.

d. AVP shall not use or display any of the Licensed Listings in any manner that is infringing or constitutes misappropriation of any copyright, patent, or trade secret, or other intellectual or other property right of any kind or nature whatsoever, including, without limitation, the use or display of any Licensed Listings on any website, or with any business method or any technology, including computer software.

18. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, MLS' ENTIRE AND CUMULATIVE LIABILITY TO AVP, OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE USE OR DISPLAY OF THE LICENSED LISTINGS, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO MLS UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS SECTION 18 OF THIS AGREEMENT, IN NO EVENT SHALL MLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Injunction. MLS and AVP agree that a breach or violation of Sections 2, 5, 8, 9, 11, 12, 15, 16, and 20 of this Agreement will result in immediate and irreparable injury and harm to MLS. In such event, MLS 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 MLS may have, including, without limitation, the right to seek monetary damages.

20. Proprietary and Other Notices. AVP agrees that it will include and not alter or remove any trademark, copyright, or other notices, or any disclaimers located or used on, or in connection with the Licensed Listings, or otherwise required by MLS. AVP agrees to provide notice to any person with access to the display of any of the Licensed Listings that the source of the Licensed Listings is MLS, and the Licensed Listings are confidential information of MLS.

Specifically, without limitation, the notices set forth in the VOW Rules, if any, shall be displayed on all pages displaying Licensed Listings, or a portion of the Licensed Listings, in a reasonably conspicuous manner.

21. License Suspension. MLS may, at its option and without prior notice to AVP, immediately suspend the License, including access to or display of the Licensed Listings, or any portion of the Licensed Listings, including the Participant's Listings of a particular Participant, on any particular VOW for a period of up to thirty (30) days upon the occurrence of any default by AVP, or the occurrence of any event which MLS believes may constitute a default, under this Agreement, including any violation of or noncompliance with the Access Standards, Technology Standards, or the VOW Rules, or failure by AVP, or a Participant, Agent, or Brokerage Firm to pay any License Fees owing to MLS under this Agreement if MLS delivers to AVP and the associated Participant prior notice of such suspension and otherwise complies with any requirements in the VOW Policy and VOW Rules related to suspending a License. MLS shall provide AVP and the Participant with written notice of suspension of the License within three (3) days following the first day of suspension. In addition, MLS may, at its option, immediately suspend the License with respect to the VOW of any particular Participant or Agent upon the occurrence of any default by the respective Participant or Agent of an applicable Participant Request, the Rules and Regulations, or any other agreement with MLS, including failure to pay any fees owing to MLS when due. Upon the occurrence of a suspension, MLS may require and AVP agrees to deliver to MLS reasonable evidence that AVP is not in default under this Agreement, or AVP has cured the default. Nothing under this Section 21 of this Agreement shall be construed as requiring MLS to suspend the License prior to exercising its right of termination under Section 22 of this Agreement.

22. Term and Termination.

a. The initial term of this Agreement shall commence on the Effective Date, and unless earlier terminated, continue until the first (1<sup>st</sup>) anniversary of the Effective Date, and shall automatically renew for additional one (1) year terms thereafter 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.

b. AVP may terminate this Agreement at any time prior to the expiration of the initial term or any renewal term by delivering to MLS prior notice of termination.

c. MLS may terminate this Agreement at any time after MLS has given ten (10) days notice to AVP and Participant of any of the defaults set forth in Section 22.d of this Agreement, and such defaults have not been cured within such ten (10) day period; provided, however, that if, in the reasonable discretion of MLS, the default by AVP or Participant could result in irreparable harm to MLS, MLS may terminate this Agreement without prior written notice, if notice of such termination is delivered to AVP and Participant within ten (10) days of termination by MLS.

d. The foregoing Section 22.c applies to the following defaults: (i) AVP, or Participant or Brokerage Firm on AVP's behalf, fails to pay any amounts owing to MLS under



this Agreement when due; (ii) AVP discloses or uses in any manner not expressly permitted under this Agreement any Confidential Information; (iii) the License is suspended pursuant to Section 21 of this Agreement, and AVP fails to cure the reason for suspension within the thirty (30) day suspension period provided under Section 21 of this Agreement; (iv) at any time, any representation or warranty made by AVP is false or misleading, whether based on facts or events existing on the Effective Date, or any time thereafter; or (v) AVP otherwise defaults under any other material term or condition of this Agreement. In addition, MLS may terminate this Agreement upon ten (10) days notice to AVP if AVP ceases doing business or becomes insolvent, a voluntary or involuntary petition of bankruptcy is filed with respect to AVP, or AVP ceases to operate or control the VOWs. MLS may terminate this Agreement immediately upon notice to AVP and without an opportunity to cure if MLS delivers to AVP more than three (3) notices pursuant to this Section 22.d in any consecutive twelve (12) month period.

e. MLS may immediately terminate this Agreement if (i) AVP is no longer designated to provide VOW services to any Participant; (ii) Participant for whom the AVP operates a VOW ceases to maintain its status with MLS; or (iii) AVP has downloaded the Listings in a manner not authorized for Participants and that hinders the ability of Participants to download the Licensed Listings. AVP agrees to give prompt notice to MLS if any VOW is terminated, or Licensed Listings cease to be displayed on any VOW.

f. MLS may terminate the License with respect to the VOW of a particular Participant or Agent at any time upon notice to AVP and (i) upon the occurrence of any default by such Participant or Agent under the Participant Request, the Rules and Regulations, or any other agreement entered into with MLS; (ii) if, at any time, such Participant or Agent is not, respectively, a Participant or Agent; (iii) upon delivery of notice by such Participant or Agent to MLS that the License should be terminated with respect to the VOWs of such Participant or Agent, for any reason, including Participant's or Agent's unwillingness to accept a material modification to the Agreement, so long as such notice is delivered to MLS no later than thirty (30) days after notice of the material modification is given to the applicable Participant or Agent; or (iv) Participant's or Agent's failure to pay any license fees owing, if any, by such Participant or Agent under the applicable Participant Request when due. Upon termination of the License for a particular Participant's or Agent's VOW in accordance with this Section 22.f of this Agreement, the terms of Sections 22.g and 22.h of this Agreement shall apply with respect to the VOW for which the License is terminated

g. Upon the termination of this Agreement, for any reason, the License and any other licence granted under this Agreement shall terminate and AVP shall within ten (10) business days of the date of termination of this Agreement (i) permanently delete and remove all copies of the Licensed Listings, and such software from all computers and other storage devices on which they were loaded or copied, including the Display Servers, and (ii) terminate the use and display of any Licensed Listings on or in the VOW or elsewhere, and (iii) deliver to MLS written certification acceptable to MLS of AVP's compliance with the provisions of this Section 22.g of this Agreement.

h. No License Fees, or portion of the License Fees, or other fees payable by AVP under this Agreement will be refunded to AVP upon termination of this Agreement for any reason, whether termination is by AVP or MLS.

i. Upon receipt of a notice of termination from AVP, or upon MLS sending notice pursuant to Section 22.c of this Agreement, MLS has the right, but not the obligation, to notify all Participants and Agents who have requested that MLS provide AVP with a license pursuant to this Agreement that such notice has been received or sent, as applicable.

23. General.

a. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah. AVP acknowledges that by entering into this Agreement, and providing the services provided under this Agreement, AVP has transacted business in the state of Utah. By transacting business in the state of Utah by agreement, AVP 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.

b. Notices. All notices of default by AVP under this Agreement from MLS, and all notices, demands, or consents required or permitted under this Agreement by or from AVP, shall be either in writing and delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight courier service, or delivered by email, to the appropriate party at the address for notices provided on the attached Schedule A to this Agreement, or in the case of Participant, at the address maintained by MLS for Participant. All other notices, demands, or consents required or permitted by MLS may be made by email to AVP at the email address for notices provided on the attached Schedule A to this Agreement. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to 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 fees, costs, and expenses of litigation.

d. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between MLS and AVP. AVP shall be responsible for the wages, hours, and conditions of employment of AVP's personnel during the term of this Agreement. Nothing in this Agreement shall be construed as implying that AVP or employees of AVP are employees of MLS.

e. 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.

f. 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 herein contained 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.

g. No Assignment. AVP agrees that it will not assign or delegate, license, or otherwise transfer this Agreement, any licenses granted under this Agreement, or any of the rights or obligations of AVP under this Agreement.

h. Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of MLS and AVP, and is not intended to benefit any third party, including any Participant, Agent, Brokerage Firm, or users of VOWs. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

i. Entire Agreement. This Agreement includes any schedules attached to this Agreement, which schedules are incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement between AVP and MLS concerning the subject matter of this Agreement. This Agreement supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties. This Agreement may not be amended except in writing signed by AVP and MLS.

j. Survival. The provisions of Sections 2, 3, 8, 9, 10, 14, 16, 17, 18, 19, 22.g, 22.h, 22.i, and 23 shall survive the termination of this Agreement.

24. Definitions. The underlined terms set forth in this Section 24 shall have the meanings given them in this Section 24.

a. Access Standards means the additional terms and conditions for accessing the Licensed Listings, which terms and conditions are established and amended by MLS from time-to-time. The Access Standards current as of the Effective Date are attached to this Agreement as Schedule D.

b. Agent means each real estate agent, sales licensee, or non-principal broker that is affiliated with a Participant, who is a subscriber to MLS' multiple listing service, and has executed a Participant Request for MLS to grant to AVP a License to a particular VOW or VOWs.

c. Agreement means this License Agreement, together with all documents which are incorporated by reference into this Agreement.

d. AVP Affiliate has the meaning set forth in Section 4 of this Agreement.

- e. Broker means a principal real estate broker, as such term may be defined in applicable state or local laws, and who is licensed in the state in which such broker is doing business.
- f. Brokerage Firm means each of the real estate brokerage companies for which a respective Participant is the principal broker and with which Agents are affiliated.
- g. Claim has the meaning set forth in Section 17.a of this Agreement.
- h. Confidential Information has the meaning set forth in Section 16 of this Agreement.
- i. Contract Administrator has the meaning set forth in Section 13 of this Agreement.
- j. Database means the compilation of Listings and other data and information maintained by MLS and known as the MLS Database.
- k. Display Server means all of the computer hardware and software, commonly referred to as a server, which generate the web pages on which Licensed Listings, or portions of the Licensed Listings, are displayed for the respective VOWs, and which make them available through the Internet.
- l. Effective Date means the date identified as the effective date on the signature page of this Agreement.
- m. Fees has the meaning set forth in Section 3 of this Agreement.
- n. License means a non-exclusive, non-transferable license to access and display the Licensed Listings only on or in the applicable VOW.
- o. Licensed Listings means the Listings MLS is required to make available to AVP through a download as provided in the VOW Policy.
- p. Listing means the data and other information regarding a parcel of real property, and all improvements on the real property, which is used in connection with the listing, marketing, and sale of real property.
- q. MLS' Server means the computer server or servers, including both hardware and software, maintained by MLS which provides or provide the means for AVP to access the Licensed Listings.
- r. MLS Trademark has the meaning set forth in Section 9 of this Agreement.
- s. Participant means each principal real estate broker, broker in charge, or Brokerage Firm that is a participant in MLS' multiple listing service, and has executed a Participant Agreement for MLS to grant to AVP a License.

t. Participant Request means the request delivered to MLS by Participant, in the form substantially similar to the Participant Request attached as Schedule G, which is incorporated into this Agreement by this reference, in connection with the granting of a License to AVP for a particular VOW. Each signed Participant Request is incorporated into this Agreement by this reference.

u. RETS Download means the download of Licensed Listings through MLS' Server using real estate transaction standards (RETS) as described on www.rets.org, or a substitute website.

v. Rules and Regulations means the MLS Rules and Regulations established by MLS, as amended by MLS from time-to-time.

w. Technical Contact has the meaning set forth in Section 13 of this Agreement.

x. Technology Standards means the standards for maintaining technology used in connection with the access to and use of the Licensed Listings as established by MLS. The Technology Standards current as of the Effective Date are attached to this Agreement as Schedule F.

y. Virtual Office Website or VOW means each Internet website, or feature of a website as defined in the VOW Rules, located at and with the domain name identified for the website in the applicable Participant Request, and for which the particular Participant and Agent, if applicable, has delivered to and MLS has accepted the Participant Request.

z. VOW Policy means the VOW Policy adopted by MLS as amended, governing the operation of Virtual Office Websites.

aa. VOW Rules means MLS' standards for display of Licensed Listings on and the operation of a VOW, including the rules adopted by MLS in its Rules and Regulations for the operation of a VOW, which rules are established and amended by MLS from time-to-time. A copy of the current version of the VOW Rules as of the Effective Date is attached as Schedule E to this Agreement.

Dated effective \_\_\_\_\_, \_\_\_\_\_

MLS

PARK CITY BOARD OF REALTORS®

By \_\_\_\_\_  
Anne Reynolds

Chief Executive Officer

AVP

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By \_\_\_\_\_

\_\_\_\_\_  
President

SCHEDULE A

AVP's Contract Administrator (See Section 13 of the Agreement):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

AVP's Technical Contact (See Section 13 of the Agreement):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

MLS' Address for Notices (See Section 23.b of the Agreement):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

AVP's Address for Notices (See Section 23.b of the Agreement):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

User Agent Header: \_\_\_\_\_

SCHEDULE B

**MLS Trademark**





SCHEDULE C

**Fees and Payment Terms**

The amount of fees and other fees, and the payment terms for such fees are set forth on the MLS website located at [www.ParkCityRealtors.com](http://www.ParkCityRealtors.com)

## SCHEDULE D

### **Access Standards for RETS Downloads**

1. Means of Access. Access to the Licensed Listings shall be exclusively through download of the Licensed Listings through MLS' Server via RETS Download.
2. License Grant. In addition to the License granted to AVP under the Agreement, MLS hereby grants to AVP a license to download the Licensed Listings exclusively through RETS Download, and subject to the other terms and conditions of the Agreement and these Access Standards. Upon termination of the Agreement, for any reason, the license granted to AVP under this Section 2 of these Access Standards shall automatically terminate.
3. Change of Means of Access; Photographs. MLS may, in its sole discretion and upon reasonable notice to AVP, change the means and nature of downloading the Licensed Listings, and/or terminate the download of the Licensed Listings to the Display Server. The download of and access to photographs will be by providing to AVP the primary photograph for each Licensed Listing included in the data feed either by (a) a hypertext mark-up language document containing an image tag to the photograph stored on MLS' Server, or (b) a compressed file containing the actual photographs.
4. Access Standards. MLS will create an updated file of the Licensed Listings and photographs at least one (1) time every twenty-four (24) hours. AVP may download the Licensed Listings no more frequently than one (1) time every twenty-four (24) hours. AVP's initial download of the Licensed Listings shall be a full download. After the initial download, AVP's downloads of the Licensed Listings may be full or incremental as determined by MLS in its sole discretion.

## SCHEDULE E

### **VOW Rules**

#### ARTICLE 20 VIRTUAL OFFICE WEBSITE POLICY

Section 20.1 (a) A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

(b) As used in Section 20 of these Rules and Regulations, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

(c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in this Section 20 of these Rules and Regulations, the term “MLS Listing Information” refers to active listing information and sold data provided by by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 20.2 (a) The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules and Regulations, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP,

may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

(c) Except as otherwise provided in the VOW Policy or in these Rules and Regulations, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

Section 20.3 (a) Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

(b) The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.

(c) If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

(d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:

- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
- ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
- iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
- iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
- v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 20.4 A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 20.5 A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

Section 20.6 (a) A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

(b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:  
Seller Opt-Out Form

1. Please check either Option a or Option b

a.  I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

b.  I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

\_\_\_\_\_  
initials of seller

(c) The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

Section 20.7 (a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has

elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 20.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

Section 20.8 A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 20.9 A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 20.10 Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 20.11 A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 20.12 A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

Section 20.13 A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Section 20.14 A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 20.15 A Participant's VOW may not make available for search by, or display to, Registrants any of the information described as Confidential Information in Section 12.4 of these Rules and Regulations.

Section 20.16 A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

Section 20.17 A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 20.18 A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm or the listing broker in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 20.19 A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than the then current MLS System vendor provides in response to any inquiry.

Section 20.20 A Participant shall require that Registrants' passwords be reconfirmed or changed every 180 days.

Section 20.21 A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 20.22 A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.



Section 20.23 A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 20.24 Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 20.25 Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

#### Section 12.4 – Confidential Information:

a. The following fields of Listing Content may not be displayed, delivered, or otherwise communicated by a Subscriber to any consumer by any means, including through a Display Website, VOW website, office, email, or any other form of oral or written communication, and shall be deemed Confidential Information: the compensation offered to other MLS Participants, c. the type of listing agreement, i.e., exclusive right to sell or exclusive agency; the seller's and occupant's name(s), phone number(s), or e-mail address(es); instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

b. Except as otherwise provided in this Section 12.4, the following Listings, and any Listing Content included in such Listings, may not be displayed, delivered, or otherwise communicated by a Subscriber to any consumer by any means, including through a Display Website, VOW website, office, email, or any other form of oral or written communication, and shall be deemed Confidential Information: expired, withdrawn, off-market, or pending ("under contract") Listings, and sold information. Subscribers may obtain and display or deliver a limited number of the foregoing Listings from the MLS System in connection with providing brokerage services, including comparative market analyses, but only so long as the Listings are selected by the Subscriber, or using criteria selected by the Subscriber, in the course of the Subscriber providing brokerage services.

c. All Confidential Information shall be maintained by Subscriber as confidential and available exclusively for use by the Subscriber as provided in these Rules and Regulations. Subscriber shall not disclose any Confidential Information to anyone, except as provided in these Rules and Regulations, as ordered by a court of competent jurisdiction, or as otherwise required by law. Subscriber shall not disclose any Confidential Information pursuant to a court order or as required by law until Subscriber has given the Association ten (10) calendar day's prior written notice and an opportunity to oppose such disclosure.

## SCHEDULE F

### **Technology Standards**

AVP shall use at least, and without limitation, the following security protection in connection with use, access, and display of Licensed Listings:

#### Physical Security

- The security perimeter is clearly defined and the facilities physically sound.
- The walls are of solid construction.
- External doors protect against unauthorized access.
- Access rights to secure areas are regularly reviewed and updated.
- Access rights to secure areas are changed when personnel changes.
- Key storage is physically protected.
- Media containing sensitive information is protected against unauthorized access.
- Procedures are in place to handle secure disposal of backup media and other media containing sensitive information.

#### Remote Access

- Only users with a specific business requirement are granted remote access capabilities.
- Users are authenticated prior to accessing corporate network resources.
- Authentication is in the form of a unique username and password.
- Secure encrypted communications are used for remote administration of production systems and applications.
- Remote administration protocols, such as SSH, Telnet, PC Anywhere, Windows Terminal Server, or Remote Desktop, limit access to only trusted networks using a firewall.

#### Network Access

- Access control devices such as a firewall are used to separate public, 3rd party, and corporate networks.
- Users are located on separate network segments from those containing servers.
- Users' segments are separated from server segments by a firewall or equivalent access control device.
- Network access policies disallow all access by default.
- Access policies are audited to identify out dated policy rules.
- Access control measures include username and password authentication.
- User access is restricted on a need-to-know basis.
- Maintenance accounts and remote support access are disabled if they are not required.
- Privileged and administrative accounts are strictly controlled.

- AVP default security settings are changed on production systems before the system goes into production.
- Production systems are hardened by removing all unnecessary tools installed by the default configuration.
- All production systems are updated with the latest security related patches released by the vendors of various components.
- The router configuration is secured.
- Egress and ingress filters are installed on all border routers to prevent impersonation with spoofed IP addresses.
- If routers and other network devices are configured remotely, a secure communication protocol is used to protect the communication channel from eavesdropping.
- Routers are configured to drop any unauthorized packets.
- Routers are configured to prevent remote probing.
- Changes to the firewall need authorization.
- The network segment containing the servers for the web presence are separated from the Internet with a firewall.
- The network segment containing the servers for the web presence are separated from the network segment containing the internal servers with a firewall.
- All Internet accessible hosts (for example, firewall, web server, router, etc.) are periodically updated and patched for security vulnerabilities.

### System Security

- AVP-supplied defaults are changed before a system is placed into production.
- Standard builds for each system class exist.
- Server builds take into account all known security vulnerabilities and industry best practices.
- Systems are configured to only run necessary services.
- AVP-supplied security patches are installed within one month of release.
- A process exists to identify newly discovered security vulnerabilities applicable to the environment.

### Privileged Account Management

- When an employee leaves the company, the account and password are immediately revoked.
- Privileged accounts have an individual username and password that is not shared.
- Accounts are reviewed on a yearly basis to ensure that out-of-date or unknown accounts do not exist.
- Unique username and passwords are used to authenticate.
- Security management controls the addition, deletion, and modification of IDs.
- Information security management (a) does not permit group passwords, (b) requires the minimum length of at least 7 character passwords, (c) requires passwords not be found in any commonly used dictionary, and (d) requires password choice to contain at least 1 number, 1 alpha character, and 1 symbol.

## SCHEDULE G

### **Participant Request**

This Participant Request is made pursuant to the license agreement (the “License Agreement”) between Park City Board of Realtors®, a Utah corporation (“MLS”), and \_\_\_\_\_, a \_\_\_\_\_ (“AVP”) (the “License Agreement”), a copy of which is available to the undersigned Participant and Agent, if applicable (“Requesting Party”) upon request to MLS. Terms not otherwise defined in this Participant Request shall have the meaning set forth in the License Agreement.

By signing this Participant Request, Requesting Party is requesting that the website having the domain name(s) identified by Requesting Party in this Participant Request (“Requesting Party’s Website”) be included as a VOW under the License Agreement, and Requesting Party hereby consents to the grant of the License to AVP for Requesting Party’s Website, subject to and in accordance with the terms of the License Agreement. The domain name for Requesting Party’s Website is subject to the approval of MLS, which approval will not be unreasonably withheld. Requesting Party hereby waives any and all claims against MLS, now existing or hereafter arising, relating to the License Agreement, including the License granted to AVP with respect to Requesting Party’s Website. The License may continue until the suspension or termination of the License Agreement, or suspension or termination of the License with respect to Requesting Party’s Website, in accordance with the terms of the License Agreement. In consideration for the License granted by MLS to AVP with respect to Requesting Party’s Website, Requesting Party agrees to pay to MLS the license fees, if any, as set forth for VOWs in the License Agreement.

Requesting Party represents and warrants to MLS that (i) Requesting Party is a principal real estate broker, broker in charge, or a real estate brokerage firm (“Participant”), or a sales licensee, agent, or non-principal broker (“Agent”) of a Participant, licensed in accordance with the laws of the state of Utah, (ii) Requesting Party is a participant or subscriber in good standing to MLS’ multiple listing service, and (iii) Requesting Party is not in default under the Rules and Regulations. Requesting Party represents, warrants, and covenants that development and operation of Requesting Party’s Website will at all times be under Participant’s direct supervision, oversight, accountability, and control.

Requesting Party further represents and warrants to MLS that it has read and understands the terms and conditions of the License Agreement. Requesting Party agrees and acknowledges that the License granted to AVP by MLS under the License Agreement is an accommodation to Requesting Party, and Requesting Party is unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by AVP of all of AVP’s obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement with respect to Requesting Party’s Website. Specifically, Requesting Party is responsible for the

display of all Licensed Listings strictly in compliance with the Rules and Regulations and the License Agreement, and with the applicable state rules and regulations regarding advertising and the display of listings.

If Requesting Party is a Participant, Requesting Party further agrees and acknowledges that Requesting Party is unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by AVP of all of AVP's obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement with respect to the VOW of Requesting Party's Agents. Requesting Party is further responsible for the display of Licensed Listings on the VOWs of Requesting Party's Agents strictly in compliance with the Rules and Regulations and the License Agreement, and with the applicable state rules and regulations regarding advertising and the display of listings.

Requesting Party agrees to promptly give notice to MLS if Requesting Party ceases to operate the Requesting Party's Website, or to display the Licensed Listings on the Requesting Party's Website.

---

Domain Name for VOW:

\_\_\_\_\_

Name of Requesting Participant or Agent:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If Requesting Party is an Agent, Name of Participant of Agent:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

Domain Name for VOW:

\_\_\_\_\_

Name of Requesting Participant or Agent:

---

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If Requesting Party is an Agent, Name of Participant of Agent:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

Domain Name for VOW:

---

Name of Requesting Participant or Agent:

---

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

If Requesting Party is an Agent, Name of Participant of Agent:

---

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

Domain Name for VOW:

---

Name of Requesting Participant or Agent:

---

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

If Requesting Party is an Agent, Name of Participant of Agent:

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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