Wyoming MLS Vendor Data Access Agreement & MLS Data Feed

1) Wyoming MLS Participant/Subscriber & Consultant sign agreement
2) Return completed Data Access Agreement to the Wyoming MLS Coordinator, Bobbie Land at cmls@tribcsp.com or fax to 307-235-0018
3) After agreement is approved the Consultant contact listed in the agreement will receive the following:
   a. Final and signed copy of License Agreement
   b. RETS data feed access credentials & RETS data feed url
   c. IDX Rules & Regulations (if applicable)
   d. IDX Disclaimer & Logo (if applicable)
   e. Data Field Layout Reports (RETS feed)
   f. RETS Best Practice guide and RETS technical support contact

The Wyoming MLS offers a RETS (Real Estate Transaction Standard) data feed. It is the agreed upon "rules of the road" for data transfer in the Real Estate market. For additional information please review the following address provided by RETS.ORG to resolve many of the questions regarding RETS.
http://www.reso.org/rets

Wyoming MLS contact info:
Wyoming MLS
MLS Coordinator – Bobbie Land
951 Werner Ct., Suite 290
Casper, WY 82601
Phone 307-237-1670
Fax 307-235-0018
Email cmls@tribcsp.com

Wyoming Multiple Listing Service Participant Data Access Agreement

This **AGREEMENT** is made and entered into by Wyoming Multiple Listing Service ("**WYMLS**"), with offices at 951 Werner Ct. Suite 290 Casper, WY 82609; the real estate brokerage firm identified as "Firm" on the signature page below ("**Firm**"); the Non-Principal Brokers affiliated with Firm that are identified on the signature page and in Exhibit A, if any (collectively the **"Non-Principal Broker Party"**); and the individual or business association identified as "Consultant" on the signature page below, if any ("**Consultant**").

DEFINITIONS

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

Audio Device: Any audio delivery of IDX data authorized by WYMLS Policies and listed in Exhibit A that are not web sites or Mobile Applications. "Audio Device" does not include mass media delivery of WYMLS Data.

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

Data Interface: The transport protocols and data storage formats provided by WYMLS for use by Firm, Non-Principal Broker Party, and Consultant; WYMLS may modify the Data Interface in its sole discretion from time to time.

Firm BBO Use: Firm's use and display of portions of WYMLS Data under the "broker back office" provisions of WYMLS Policies that (a) exposes WYMLS Data and derivatives of it only to Firm, Firm-Related Persons, and Firm's bona fide clients as established under state law; or (b) exposes WYMLS Data and derivatives of it in marketplace statistical analyses and reports to the extent permitted by WYMLS Policies. "Derivatives" of WYMLS Data include any subset of data or aggregation of values derived from the WYMLS Data. The WYMLS Policies determine whether Firm BBO Use includes and permits Firm and Non-Principal Broker advertising or making representations about specific properties that are listed with other participants or that were sold by other participants.

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

Firm Valuation: Use and display of portions of the WYMLS Data by Firm for Valuation purposes subject to the provisions of Exhibit B of this Agreement.

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

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

Non-Principal Broker: Any person holding a real estate license in Wyoming who is not a Participant but who is subject to a Participant's supervision under the laws of Wyoming.

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

Participant Data Use: Any use of those portions of the WYMLS Data relating to Firm's own listings.

Permitted Use: One or more of the following permitted data uses: Firm BBO Use, Firm Valuation, IDX, Participant Data Use, or VOW as specified on the signature page and in Exhibit A.

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

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

WYMLS Policies: The then-current WYMLS's Rules and Regulations and any operating policies promulgated by WYMLS, as amended from time to time in WYMLS's sole discretion.

Valuation: An automated valuation model (AVM), broker price opinion (BPO), comparative (or comparable) market analysis (CMA) or similar product or service using WYMLS Data and possibly other data, provided it can fairly be characterized as a valuation of real property, and only to the extent permitted by the WYMLS Policies. An AVM need not include any human judgment or analysis.

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

WYMLS'S OBLIGATIONS

2. WYMLS grants to Firm and Non-Principal Broker Party a terminable, non-transferable, non-exclusive, revocable, world-wide license to make copies of, display, perform, and make derivative works of the WYMLS Data for the Permitted Use, and the right to sublicense the same to Consultant, during the term of this Agreement, only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement and the WYMLS Policies; any other use of the WYMLS Data is hereby prohibited. Firm and Non-Principal Broker Party may sublicense its rights to Consultant, but not the right to sublicense, only so Consultant may provide services on behalf of Firm or Non-Principal Broker Party to exercise the Permitted Uses only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement and the WYMLS Policies; any other use of the WYMLS Data is hereby prohibited. All licenses

hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. WYMLS retains all rights not expressly granted herein.

3.   WYMLS agrees to provide to Firm, Non-Principal Broker Party, and Consultant, during the term of this Agreement, (a) access to the WYMLS Data via the Data Interface under the same terms and conditions WYMLS offers to other WYMLS Participants; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the WYMLS Policies to the extent they are applicable or related to the Permitted Use. WYMLS does not undertake to provide technical support for the Data Interface or the WYMLS Data. The Data Interface, together with access to the WYMLS Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or WYMLS Data shall not constitute a default by WYMLS under this Agreement. WYMLS may use a third party contractor, determined in WYMLS's sole discretion, to facilitate the data access and any other responsibilities or rights of WYMLS under this Agreement.

FIRM'S OBLIGATIONS

4.   Firm and Non-Principal Broker Party shall comply with the WYMLS Policies at all times. In the event of any perceived conflict between the WYMLS Policies and this Agreement, the WYMLS Policies shall govern. Additionally, Firm and Non-Principal Broker Party shall comply with all applicable laws, statutes, ordinances and regulations in performance of their respective obligations under this Agreement.

5.   Firm and Non-Principal Broker Party shall use the WYMLS Data obtained under this Agreement for the Permitted Use only. Any other use is strictly prohibited. Firm and Non-Principal Broker Party shall not make the WYMLS Data or the Confidential Information available to any third party, including without limitation affiliates, franchisors, and subsidiaries, unless expressly authorized to do so under this Agreement. Firm and Non-Principal Broker Party may display or deliver the WYMLS Data on web sites, Mobile Applications, and Audio Devices only to the extent permitted by the WYMLS Policies and then only on a site or sites resident at the Second Level and Third Level Domain(s), Mobile Applications, and Audio Devices expressly indicated on the signature page and in Exhibit A of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

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

7.   If WYMLS notifies Firm or Non-Principal Broker Party of a breach of the WYMLS Policies or this Agreement and Firm or Non-Principal Broker Party does not immediately cure the breach, Firm and Non-Principal Broker Party shall hold Consultant harmless from any liability arising from Consultant's cooperation with WYMLS under Paragraph 10.

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

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

CONSULTANT'S OBLIGATIONS

10.   Consultant shall immediately correct any breach of this Agreement or violation of the WYMLS Policies within its control, whether committed by Firm, Non-Principal Broker Party, or Consultant, upon notice from WYMLS.

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

12.   Consultant shall not make the WYMLS Data or the Confidential Information available to any third party, including without limitation affiliates, franchisors, and subsidiaries, except on behalf of Firm and Non-Principal Broker Party and in a manner consistent with Firm's and Non-Principal Broker Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the WYMLS Data, whether commercial or personal. **In the event that Consultant provides services to Participants other than Firm (or to Non-Principal Brokers affiliated with Firm other than the Non-Principal Broker Party), Consultant must enter separate contracts with WYMLS. Consultant must ascertain, using the Data Interface on a daily basis, that each Participant to which Consultant provides services remains an eligible Participant; and in the case of Non-Principal Brokers, that each Non-Principal Broker Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in WYMLS terminating all of Consultant's access to the WYMLS Data under this Agreement and all similar agreements.** The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

13.   Consultant warrants that any effort or use of the WYMLS Data will not constitute patent infringement or other intellectual property rights of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity. Additionally, Consultant shall comply with all applicable laws, statutes, ordinances and regulations in performance of its respective obligations under this Agreement.

14.   Consultant represents that it currently, and through the term of this Agreement, shall use industry best practices for firewalls and other network protocols to increase the security of its systems and shall employ reasonable physical, technical, and administrative security measures to protect the Confidential Information and prevent unauthorized third-parties from accessing and using the Confidential Information. Consultant will comply fully with all applicable laws, and regulations relating to personally identifiable information ("PII") and data privacy with regards to the Confidential Information. Consultant agrees that it will monitor and test its security protocols from time to time and adjust the same as necessary. In the event a security breach of Consultant's systems or use of the Confidential Information by unauthorized third parties, Consultant shall immediately notify WYMLS of such breach by confirmed email or confirmed telephone call. In the event of such security breach, Consultant will (i) cooperate with WYMLS at Consultant's expense to prevent or stop such a security breach; (ii) comply with all applicable laws and take appropriate steps to remedy such a security breach; (iii) indemnify, hold harmless and defend WYMLS against any and all loss, damage, claims, liabilities, or expenses, including reasonable attorneys' fees, arising out of or relating to a third party claim or suit from breach by Consultant of its obligations described in this paragraph.

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

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

AUDITS OF COMPLIANCE

17. WYMLS may in its reasonable discretion conduct periodic compliance reviews of Firm's, Non-Principal Broker Party's, and Consultant's use of the WYMLS Data under this Agreement. Firm, Non-Principal Broker Party, and Consultant will respond within 72 hours of any compliance inquiry by WYMLS. WYMLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm, Non-Principal Broker Party, and Consultant to the extent reasonably necessary to ascertain Firm's, Non-Principal Broker Party's, and Consultant's compliance with this Agreement ("Audit"). WYMLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's, Non-Principal Broker Party's, and Consultant's web sites, Mobile Applications, Audio Devices, and systems to ensure that WYMLS Data is displayed in accordance with the WYMLS Policies; using all features available to end-users of Firm's, Non-Principal Broker Party's, and Consultant's systems that employ the WYMLS Data; and posing as consumers to register and test services Firm, Non-Principal Broker Party, and Consultant make available to consumers using the WYMLS Data. WYMLS shall pay the costs it incurs, and the out-of-pocket costs Firm, Non-Principal Broker Party, and Consultant incur, as part of any Audit; provided, however, Firm or Non-Principal Broker Party shall be liable for all costs of any Audit that discloses that Firm, Non-Principal Broker Party, or Consultant has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

CONFIDENTIAL INFORMATION

18. The parties shall protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if such disclosure is required by law or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

TERM AND TERMINATION

19. The term of this Agreement begins on the date that WYMLS signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Firm's privileges as a Participant in WYMLS; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) immediately upon Firm's notice to a Consultant that Consultant is no longer designated to provide services for the Permitted Use to it; (f) with regard to any Non-Principal Broker Party, immediately upon any event that results in the Non-Principal Broker Party no longer being affiliated with Firm; (g) as provided in Paragraphs 29 and 32.

20. In the event Firm's privileges as a Participant (or Non-Principal Broker Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and WYMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if WYMLS resumes its

obligations under Paragraphs 2 and 3. In the event Firm, Non-Principal Broker Party, or Consultant breaches this Agreement and entitles WYMLS to terminate under Paragraph 19, WYMLS may in its sole discretion suspend its performance instead of terminating this Agreement. WYMLS may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Non-Principal Broker Party's, and Consultant's obligations hereunder continue during any period of suspension. In the event of any termination of this Agreement, Firm, Non-Principal Broker Party, and Consultant shall delete the WYMLS Data and any derivative works based on it (except the portions of it relating to Firm's own listings). In the event of any suspension of this Agreement, Firm, Non-Principal Broker Party, and Consultant shall make no further use of the WYMLS Data or any derivative works based on it (except the portions of it relating to Firm's own listings) until and unless Firm's or Non-Principal Broker Party's rights under this Agreement are restored.

GENERAL PROVISIONS

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

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

23. **WYMLS's Remedies**. (a) Injunctive relief: Because of the unique nature of the WYMLS Data and Confidential Information, Firm, Non-Principal Broker Party, and Consultant acknowledge and agree that WYMLS would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate WYMLS for a breach. WYMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm, Non-Principal Broker Party, or Consultant, or any one of them, without showing or proving any actual damages sustained by WYMLS, and without posting any bond. (b) Liquidated damages: Firm, Non-Principal Broker Party, and Consultant acknowledge that damages suffered by WYMLS from access to the WYMLS Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the WYMLS Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to WYMLS to enter into this Agreement, Firm, Non-Principal Broker Party, and Consultant agree that in the event Firm, Non-Principal Broker Party, Firm-Related Persons, or Consultant, or its employees, agents, or contractors, disclose any password to access the WYMLS Data or disclose the WYMLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm, Non-Principal Broker Party, and Consultant shall be liable to WYMLS for liquidated damages in the amount of $15,000 for each such disclosure and termination of this Agreement. Liability of Firm, Non-Principal Broker Party, and Consultant under this paragraph is joint and several.

24. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL WYMLS BE LIABLE TO FIRM, NON-PRINCIPAL BROKER PARTY, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF WYMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL WYMLS BE LIABLE TO FIRM, NON-PRINCIPAL BROKER PARTY, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM. NON-PRINCIPAL BROKER PARTY, AND CONSULTANT HAVE PAID WYMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) $100. FIRM, NON-PRINCIPAL BROKER PARTY, AND CONSULTANT ACKNOWLEDGE THAT WYMLS PROVIDES THE WYMLS DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY**

OF TITLE, NON-INFRINGEMENT, AND ACCURACY. WYMLS SHALL NOT BE LIABLE TO FIRM, NON-PRINCIPAL BROKER PARTY, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE WYMLS DATA, ANY FAILURE TO UPDATE THE WYMLS DATA PROMPTLY, OR THE WYMLS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. WYMLS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.**

25. **Dispute resolution; Attorney's fees**. In the event WYMLS claims that Firm, Non-Principal Broker Party, or Consultant has violated the WYMLS Policies, WYMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the WYMLS Policies, provided WYMLS does not also base a claim that Firm, Non-Principal Broker Party, or Consultant has breached this Agreement on the same facts. Except as set forth in the preceding sentence, any controversy or claim to which Consultant is not a party arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of Wyoming located in Natrona County or the federal court of the United States situated therein, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to WYMLS's disciplinary procedures or to arbitration. Non-binding mediation in good faith is a condition precedent to asserting any claim, whether in arbitration or the courts, under this Agreement, except that this condition shall not prevent WYMLS from exercising any of its rights under Section 23. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

26. **Indemnification.** Subject to Paragraph 24, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the Indemnified Parties), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. Consultant indemnifies WYMLS, Firm, Non-Principal Broker Party, or customers of WYMLS, Firm, or Non-Principal Broker Party, to whom Consultant provides a product or service using WYMLS Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim of patent infringement. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

27. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

28. **No Waiver**. No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

29. **Assignment**. Firm, Non-Principal Broker Party, and Consultant may not assign or otherwise transfer any of its respective rights or obligations under this Agreement to any other party. Any purported assignment or delegation by Firm, Non-Principal Broker Party, or Consultant in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

30. **Entire Agreement; Amendment**. Subject to WYMLS Policies, this Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same. In the event of any dispute regarding the interpretation of the terms of this Agreement, it shall not be construed for or against any party on the grounds that the Agreement was prepared by any one of the parties. WYMLS may amend this agreement by providing 30 days' advance notice of the amendment to all other parties; if any party continues to use the Data Interface or the WYMLS Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

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

32. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

(The remainder of this page intentionally left blank.)

Wyoming Multiple Listing Service
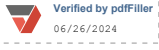# Participant Data Access Agreement (Signature Page)

Under this Agreement, **FIRM AND NON-PRINCIPAL BROKER PARTY ARE PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE**. If Firm or Non-Principal Broker Party chooses to engage a different consultant or additional consultants, Firm must enter into a new version of this Agreement with WYMLS and each such consultant.

Under this Agreement, **CONSULTANT IS PERMITTED TO WORK ONLY WITH THE FIRM AND NON-PRINCIPAL BROKER PARTY NAMED HERE**. Consultant may not use data obtained under this Agreement to provide any services to Participants other than Firm, or with Non-Principal Brokers affiliated with Firm except the Non-Principal Broker Party. Consultant must enter into a new version of this Agreement with WYMLS and each additional Participant or amend this Agreement with WYMLS to add additional Non-Principal Brokers affiliated with Firm as Non-Principal Broker Parties.

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

This Agreement is for the following Permitted Use(s) (check all that apply):
☐ Firm BBO Use   ☐ Firm Valuation   ☐ IDX   ☐ Participant Data Use   ☐ VOW

WYMLS: Wyoming Multiple Listing Service	**CONSULTANT**
_____ Signature _____ Name Date: _____ (effective date of this Agreement) **Contact for notices and operations matters** Name: _____ Phone: _____ Email: _____	ProAgentWebsites.com Consultant name Douglas Greene Signature of owner or officer *Verified by pdfFiller 06/26/2024* *Douglas Greene* Name of owner or officer **Contact for notices and operations matters** Name: Douglas Greene Phone: 801-913-5869 Email: dg@proagentwebsites.com Mailing: 2184 Channing Way #449, Idaho Falls, Idaho 83404
FIRM	**NON-PRINCIPAL BROKER PARTY**
_____ Firm name _____ Signature of owner or officer _____ Name of owner or officer **Contact for notices and operations matters** Name: _____ Phone: _____ Email: _____ Mailing: _____ _____ **Website Domain or Mobile Application:** _____ ☒ IDX ☐ VOW (If more than one will be used, specify each in Exhibit A.)	(If there is more than one, have each named and sign on Exhibit A.) _____ Non-Principal Broker Party name _____ Signature of Non-Principal Broker Party **Contact for notices and operations matters** Name: _____ Phone: _____ Email: _____ Mailing: _____ _____ **Website Domain or Mobile Application:** _____ ☒ IDX ☐ VOW (If more than one will be used, specify each in Exhibit A.)

Wyoming Multiple Listing Service
Participant Data Access Agreement

Exhibit A – Additional Requirements

1. **Additional Domains, Mobile Applications, and Audio Devices**. In addition to the Website Domain or Mobile Application Level Domains specified on the signature page Firm, Non-Principal Broker Party, and Consultant may display WYMLS Data subject to the terms of this Agreement at the following Second and Third Level Domains, Mobile Applications, and Audio Devices (attach additional pages if necessary):

_____ ☐ IDX ☐ VOW ☐ Firm Valuation

_____ ☐ IDX ☐ VOW ☐ Firm Valuation

_____ ☐ IDX ☐ VOW ☐ Firm Valuation

_____ ☐ IDX ☐ VOW ☐ Firm Valuation

_____ ☐ IDX ☐ VOW ☐ Firm Valuation

_____ ☐ IDX ☐ VOW ☐ Firm Valuation

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

_____

Name   Signature

_____

Name   Signature

_____

Name   Signature

_____

Name   Signature

_____

Name   Signature

_____

Name   Signature

Wyoming Multiple Listing Service
Participant Data Access Agreement

This Exhibit governs any use of the WYMLS Data licensed under this Agreement for use in Firm Valuations.

B.1. Firm may provide Firm Valuation services to Registrants with whom Firm establishes a broker-customer or broker-client relationship, if such a relationship is required and defined by state law; including completion of all actions required by state law in connection with providing real estate brokerage services to 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 necessary for performing Valuation services, and Consultant may facilitate such actions where permitted by state law. Where state law does not require the establishment of a broker-customer or broker-client relationship for providing Firm Valuation services, the transaction must still occur between the Firm and Registrant, but may be facilitated by Consultant.

B.2. Registrants may include financial institutions, mortgage lenders, mortgage bankers, mortgage brokers, mortgage loan servicers, title or mortgage insurers, insurers of payments owed to owners of mortgage backed securities, Government Sponsored Entities (GSEs), or such other businesses or institutions having an interest in automated reports on property valuation or market conditions.

B.3. Firm, or Consultant on behalf of Firm where permitted by state law, must obtain the name of and a valid e-mail address for each Registrant that is an individual and the name of and a valid email address for each authorized user if the Registrant is an entity. Each Registrant must agree to the terms of use described in Section B.4 of this Exhibit or substantially similar terms of use. Firm must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use. Firm may utilize Consultant's technology platform to facilitate and fulfill its obligations under Sections B.3, and B.4, and B.5.

B.4. Firm, or Consultant on behalf of Firm where permitted by state law, shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms-of-use agreement or other form of written contract that provides at least the following:

B.4.1: that Registrant acknowledges entering into a lawful consumer-broker relationship with Firm, if such a relationship is required by state law, or that Registrant acknowledges purchasing the Firm Valuation from Firm, if a consumer-broker relationship is not required by state law.

B.4.2: that all information obtained by Registrant from Firm Valuation is intended only for Registrant's business purposes related to (1) mortgage loan foreclosure or default risk assessment, or the review of the quality or accuracy of real estate appraisals or other valuations (2) use in evaluating or engaging in a potential financing or other transaction relating to the subject property, (3) distribution to an actual or potential borrower of funds the repayment of which is secured by a mortgage lien on the subject property, or to the borrower's financial or legal advisors, (4) the purchase or sale of mortgage servicing rights, (5) the purchase or sale of performing, re-performing or non-performing loans, or (6) the purchase, sale or rental of properties whether property is intended to be used as a residence or for investment and whether the purchaser or seller is an individual or institution.

B.4.3: except as provided in Section B.4.2, that Firm Valuations may not be used for any other purposes, including display on publicly accessible websites, and that Registrant shall not resell Firm Valuation and will not copy, redistribute, or retransmit or otherwise use any of the WYMLS Data provided in Firm Valuation.

B.4.4: that Registrant acknowledges, as between the parties, WYMLS's ownership of and the validity of the WYMLS's copyright in the WYMLS Data.

B.5. The terms-of-use agreement described in Section B.4 shall also expressly authorize WYMLS and other Participants or their duly authorized representatives to access and review the form used by Firm for any Firm Valuation for the purposes of verifying compliance with WYMLS Policies and monitoring use of Participants' listings by the Firm Valuation. To the extent that Registrant breaches the terms-of-use agreement described in Section B.4, Firm and Consultant shall be liable to WYMLS as if Firm or Consultant had breached the terms-of-use agreement itself. The agreement may also include such other provisions as may be agreed to between Firm and Registrant.

B.6. Firm may utilize Consultant's technology platform and services to facilitate the fulfillment of Firm Valuations services to Registrants, subject to and as permitted by state law.

B.7. Firm's right to use WYMLS Data in any Firm Valuation is subject to the applicable office of Firm being a Participant in WYMLS. In other words, an office of Firm that is not a Participant of WYMLS may not use

WYMLS Data in any Valuation provided to any third party.

B.8. Firm must protect the WYMLS Data from misappropriation by employing reasonable efforts to monitor for and prevent scraping or other unauthorized accessing, reproduction, or use of the WYMLS Data and Valuations.

B.9. Firm must make a copy of any type of Firm Valuation sold by Firm available to WYMLS for purposes of verifying compliance with this Agreement and WYMLS Policies.

B.10. WYMLS shall exclude from the Data Interface all "User Confidential Data." "User Confidential Data" consists of those portions of WYMLS Data that Participants are prohibited from providing to customers orally and by all other delivery mechanisms. In the event that WYMLS includes User Confidential Data in the Data Interface, Firm and Consultant shall ensure that it is not disclosed to Registrants or any other third party.

B.11. Firm shall maintain an audit trail of Firm's delivery to Registrant of all Firm Valuations and make that information available to WYMLS if WYMLS has reason to believe that any Registrant has caused or permitted a breach of the terms of use or comparable agreement.

B.12. Firm shall cause to be placed on any Firm Valuation or terms of use a notice indicating that the WYMLS Data displayed on the Firm Valuation is not guaranteed accurate by the WYMLS or other Participants.

B.13. In any display of WYMLS Data to any Registrant, Firm shall display the copyright notice of WYMLS or substantially similar. The copyright notice should take one of the following forms: "Copyright 20XX Wyoming Multiple Listing Service" or "© 20XX Wyoming Multiple Listing Service". Firm shall replace "20XX" with the current year as of January 1 each year.