



ADDENDUM TO ACCESS AGREEMENT (Rev. 01/17)

BETWEEN Keller Williams Dallas Premier
(MLS PARTICIPANT/BROKER AND OFFICE NAME)

AND Constellation Web Solutions (VENDOR*)

**If vendor is not yet authorized by NTREIS, a RETS Vendor Agreement is also required.*

RECITALS:

A. Broker and Vendor are entering into an agreement to which this Addendum is attached which provides, *inter alia*, that Vendor will have access to the MLS Database, as defined below.

B. Broker's sales associates are members of one of the MLS service providers of North Texas Real Estate Information Systems, Inc. (NTREIS).

C. Section 17.14 of the MLS Rules and Regulations of NTREIS (the Rules) requires all participants/ subscribers who contract to permit a vendor access to the MLS Database must incorporate this Addendum or a substantially similar addendum into such agreement.

NOW THEREFORE, for valuable consideration, including the mutual covenants and agreements of the Broker and Vendor, it is agreed as follows:

1. MLS Database. The parties acknowledge that among the services offered by NTREIS is a computer-based electronic on-line information system (the "On-Line MLS System") designed to provide, and which provides, MLS Participants with access to current and historical information and data, and compilations of such information and data, about residential and commercial real estate listings and leases (the "MLS Database").

2. Exclusive Rights. The parties agree that only NTREIS possesses the exclusive, non-transferable right and license to operate, administer, and manage the ordinary and customary day-to-day operations, activities and services of the MLS, including but not limited to, the On-Line MLS System.

3. Ownership of Database. The parties recognize that NTREIS owns and claims all rights, titles, and interests (including but not limited to rights of copyright) in and to the MLS Database and each and every item of information and data, and each and every compilation of information and data, which is at present and which shall be at any time and from time-to-time hereafter a part of the On-Line MLS System and MLS Database; and access thereto and use thereof is strictly limited and regulated by the MLS Rules and Regulations.

4. Access of Database. Broker hereby grants permission to Vendor to access, retrieve, and download data from the MLS Database for the limited purpose of providing the following services and/or products (collectively referred to herein as the Service) exclusively to those named in this agreement: *Note: Completion of Section 4 is required.*

Display Listings on IDX Website

5. Interface and Installation. If NTREIS is required to perform any service, including but not limited to any software interface required by Vendor to provide the Service to Broker, Vendor shall pay for all programming costs, installation costs, and other expenses involved in such interface.

6. Covenants and Obligations of Vendor. During the term of this agreement, Vendor agrees:

a. To maintain its financial capability necessary to render efficient and effective Service to Broker. Upon request of Broker, Vendor agrees to submit its current financial statement to Broker, including a balance sheet, profit and loss statement, and related accounting statements, or a current letter from the principal banker for Vendor confirming the financial stability and creditworthiness of Vendor.

b. To maintain in full force and effect during the term of this Agreement adequate professional and general liability insurance issued by an insurance company authorized to do business in the state of Texas acceptable to Broker. Upon request of Broker, Vendor agrees to provide Broker a certificate of insurance evidencing the existence of such coverage, naming Broker and NTREIS as an additional insured, and containing the agreement of the carrier that such coverage will not be cancelled or terminated without furnishing thirty (30) days' prior written notice to Broker and NTREIS.

7. Ownership of Data. Vendor hereby acknowledges and agrees that ownership and control of the MLS Database, including all data therein, will remain exclusively in NTREIS and that Vendor will never acquire or assert a claim to ownership of such data.

8. Safeguard of Data. Vendor will take all appropriate steps and precautions to safeguard and protect the access, use, and security of the MLS Database. Vendor will not reconfigure, reformat, resell, transmit, download, copy, furnish, or otherwise make available to any person, firm, or corporation other than for the use and benefit of participants and subscribers of the MLS affiliated with Broker. For purposes of this agreement, any reference to "use" of the MLS Database shall mean and include the accessing, using, disclosing, revealing, making available, displaying, delivering, distributing, transferring, transmitting, communicating, publishing, and/or disseminating of the MLS Database, whether originals or copies, whether in whole or in part, whether directly or indirectly, or whether knowingly or otherwise.

9. Confidentiality. Vendor will treat as confidential the MLS Database, including all data therein, and recognize the same to be the proprietary property of NTREIS. Nothing contained herein shall be deemed or construed to grant Vendor any right, title, or interest in or to the data or the MLS Database. Vendor further acknowledges that the MLS Database is of substantial value to NTREIS and that there exists a necessity to preserve the sanctity and confidential nature thereof. Accordingly, Vendor shall implement and maintain all necessary controls to protect and safeguard the MLS Database from and against unauthorized use.

10. Modifications. Any modification of the terms of this Addendum will not be effective unless Broker obtains the prior written approval of NTREIS to such modifications.

11. Section 17 of the Rules. Vendor acknowledges receipt of a copy of the Rules & Regulations (available on www.ntreis.net) and that Vendor has reviewed same, and agrees to comply with same.

IN WITNESS WHEREOF, the undersigned parties have executed this Addendum to evidence their agreement.

BROKERAGE:

VENDOR:

Keller Williams Dallas Premier
(Name of MLS Participant's Office)

Constellation Web Solutions
(Name of Third Party Vendor)

Vendor Rep Signature David Dley
Title Data & Compliance Manager
Vendor Email brokersolutions@constellationws.com
Vendor Phone 425-636-6910

Authorized MLS Participant/Broker Signature Brittany Harrell
MLS Participant/Broker Name Barbara Trumbull
MLS Participant/Broker License # 0432445 (not the Corporate ID)
Office Code/MLS ID KEWS02

Agent/Team Lead Name
Agent License # If applicable, list additional Team agent names and license #:
Office Address 12700 Preston Rd. #190 1. _____
City/State/Zip Dallas, TX 75230 2. _____
E-mail 3. _____
Phone #

Required: URL of web site containing MLS data*:

**If this URL is being shared by a team, please list the team leader as the agent above and note the other team members in the space above when applicable. Vendor is responsible for assuring that the team is sharing only one URL and not individual websites or sub-domains.*

Vendor: Please scan and email your completed, signed agreement to idx@ntreis.net NTREIS staff will notify you via email when the addendum has been approved. Services should not be provided until you have obtained approval from NTREIS.

For NTREIS Use Only:

Addendum is hereby approved this _____ day of _____, 20_____.

NORTH TEXAS REAL ESTATE
INFORMATION SYSTEMS, INC.

By: _____
Authorized NTREIS Representative