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Northwest Multiple Listing Service
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DATA LICENSE AGREEMENT

Northwest Multiple Listing Service, ("NWMLS") and Keller Williams North Seattle (COMPLETE OFFICE NAME), 5584 (OFFICE IDENTIFICATION NO.), Courtney Cooper (NAME OF DESIGNATED BROKER) a member of NWMLS ("Member"), and Member's technology provider Market Leader (COMPANY NAME OF VENDOR) ("Vendor") agree as follows:

RECITALS

A. NWMLS owns and operates a real estate multiple listing service on behalf of its members, who are real estate firms licensed to provide real estate brokerage services in the State of Washington. NWMLS collects, processes, and organizes real estate information such as property facts, listing information, sale data, photographs, and other information. NWMLS maintains a database of that real property information, which it makes available to its members and its members' licensees.

B. Member desires to license NWMLS's real property information to assist Member in providing real estate brokerage services to its clients.

C. Vendor is in the business of developing and selling products and services, which utilize real property information, to real estate firms and individual real estate brokers. Vendor desires access to NWMLS's real property database to provide products and services to Member.

NOW, THEREFORE, NWMLS, Member, and Vendor (if applicable) agree as follows:

1. **GRANT OF LIMITED, REVOCABLE LICENSE.** NWMLS hereby grants Member a limited, non-exclusive, non-transferable, revocable license to access and use limited real property information contained within NWMLS's database (the "Listing Data").

2. **TERM.** The term of this Data License Agreement (the "Agreement") is for one year, commencing on the date the Agreement is executed by NWMLS ("Effective Date"). The Agreement will automatically renew for consecutive one year terms on the anniversary of the Effective Date, unless previously terminated by NWMLS, Member, or Vendor.

3. **VENDOR IS A PARTY TO THE AGREEMENT.** Member and Vendor warrant that Vendor has executed this Agreement and shall abide by the terms hereof and NWMLS's then current Rules and Regulations, Bylaws, and policies, including NWMLS's Data Use Policy (collectively the "Rules and Policies"), which are incorporated herein by this reference. Vendor warrants that it reviewed the Rules and Policies prior to executing the Agreement.

4. **USE.** Member and Vendor may only use the Listing Data for the purposes detailed in this Section 4.

   A. **INTERNET DATA EXCHANGE ("IDX").** IDX refers to the process of republishing portions of the Listing Data on websites or mobile devices to allow prospective buyers and sellers to search for properties that are listed for sale or have recently sold. (Check all that apply).

      i. ☑ **Member Website.** Member, with or without assistance of Vendor, may republish a portion of the Listing Data on Member's website(s) in accordance with the Rules and Policies.

      ii. ☐ **Subscriber Websites.** With Member's permission, a real estate broker, licensed with Member ("Subscriber"), with or without assistance of Vendor, may maintain a website that displays a portion of the Listing Data in accordance with the Rules and Policies. Member and Vendor are responsible for ensuring that Subscribers' websites comply with the Rules and Policies.

      iii. ☐ **Mobile Application.** Member, with or without the assistance of Vendor, may republish a portion of the Listing Data on mobile devices through a mobile application in accordance with the Rules and Policies.

      iv. ☐ **Text Messaging.** Member may, with or without the assistance of Vendor, display portions of the Listing Data in text messages to prospective buyers and sellers in accordance with the Rules and Policies.

      v. ☐ **Virtual Office Website.** Member, with or without assistance of Vendor, may republish a portion of the Listing Data on the Member's Virtual Office Website ("VOW") in accordance with the Rules and Policies.

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B. **NON-IDX USES.** "Non-IDX Uses" or "Non-IDX Services" refers to use of the Listing Data for purposes other than republishing portions of the Listing Data on websites or mobile devises to allow prospective buyers and sellers to search for properties that are listed for sale or have recently sold. If Member and Vendor use the Listing Data for a Non-IDX Use, a detailed description of the use, including the relevant product or service, must be attached to this Agreement as Exhibit 1. (Check all that apply).

i. ❑ **Member Internal Use**. Member may, with or without Vendor's assistance, use the Listing Data for Member's accounting, statistical, auto-populating, and other internal applications, only for use by Member and Member's Subscribers in accordance with the Rules and Policies.

ii. ❑ **Products/Services Displayed to Consumers**. Member may, with or without the assistance of Vendor, use the Listing Data for products and services to display, publish, or otherwise supply to prospective buyers and sellers such as comparative market analyses, statistic reports, market reports, automated prospecting, and other real estate information in accordance with the Rules and Policies.

5. **LICENSE FEE**. The party processing the Listing Data shall pay a monthly fee to NWMLS in the amount of $30.00 plus tax (the "Fee"). NWMLS will bill for the Fee by the 5th day of each month and payment is due by the 25th day of each month. A late fee will be assessed to all late payments in the amount of $10.00 per month. NWMLS will suspend access to the Listing Data if payment is not received in full by the last day of the second month following billing. The obligation to pay the Fee is not suspended during any suspension of access to NWMLS Data. Reinstatement will be allowed only if the entire account balance is paid in full, including payment of a reinstatement fee, all unpaid dues, late fees and other charges.

6. **DMCA NOTICE.** Member and Vendor shall publish the NWMLS Digital Millennium Copyright Act ("DMCA") notice, as set forth in Exhibit B to the Data Use Policy, on all websites that display the Listing Data. In addition, each Member and Subscriber shall appoint a designated agent with the United States Copyright Office to receive notifications of claimed copyright infringement under 17 U.S.C. § 512.

7. **REDISTRIBUTION PROHIBITED.** Member and Vendor shall not redistribute, disseminate, or provide the Listing Data or access to the Listing Data to any third party (except to the extent that information is republished or displayed consistent with the Rules and Policies). Member and Vendor shall not copy, disassemble, or create derivative uses of the Listing Data; download, export, or transmit the Listing Data to any third party computer or other electronic device; or compile or aggregate the Listing Data with other data. Member and Vendor shall maintain firewalls, filters, and other security systems necessary to ensure the Listing Data is secure and inaccessible to any third party (except to the extent that information is republished or displayed consistent with the Rules and Policies). This prohibition does not include the redistribution or dissemination of Member's own listing data to third parties.

8. **PROVIDING SERVICES WITHOUT AGREEMENT.** Vendor shall not provide any products or services that utilize the Listing Data to a NWMLS Member without a current Data License Agreement (Form 110) with that Member and NWMLS.

9. **NWMLS AUDIT.** NWMLS shall have the right to audit Member's and Vendor's use of the Listing Data at any time. The audit may include, but is not limited to, Member's and Vendor's compliance with the Agreement and the Rules and Policies. Member and Vendor shall cooperate with NWMLS in conjunction with any NWMLS audit.

10. **DUTY TO ADVISE IF CHANGE IN INFORMATION.** Member and Vendor warrant that the information provided in this Agreement is complete and accurate. Member and Vendor shall provide NWMLS with written notice of any change in the information provided in this Agreement within five (5) days, including, but not limited to, names, addresses, website addresses, and contact information. The failure to do so may result in the termination of the Agreement. Member and Vendor shall promptly notify NWMLS if either party terminates its agreement with the other related to the use of the Listing Data.

11. **INTELLECTUAL PROPERTY - NO THIRD PARTY BENEFICIARY RIGHTS CREATED.** Member and Vendor acknowledge that the Listing Data is a proprietary, original work of authorship of NWMLS and/or its members, and is protected under copyright and trademark laws. NWMLS retains all ownership and intellectual property rights in and to the Listing Data. Except as explicitly provided for herein, Vendor has no right to the Listing Data whatsoever and this Agreement creates no third party beneficiary rights in Vendor.

12. **MARKETING TO NWMLS MEMBERS ONLY**. Vendor may only market its products or services that utilize the Listing Data to NWMLS member real estate firms and may not market directly to brokers licensed to a member without written permission from that member.

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13. **INFORMATION TO BE RETAINED BY MEMBER SUBJECT TO NWMLS RULES.** Member shall control all the Listing Data obtained pursuant to this Agreement and warrants compliance with the Agreement and the Rules and Policies, even though the Listing Data may be processed by Vendor.

14. **DATA TRANSFER PROCEDURE.** The process for transferring the Listing Data shall be by such equipment and procedure as may be determined by NWMLS from time to time in its sole discretion.

15. **RIGHT TO TERMINATE.** NWMLS shall have the right at any time and in NWMLS's sole discretion to terminate the Agreement and Member's or Vendor's access to the Listing Data, upon written notice to the Member. Delivery of such written notice to the Member shall constitute delivery of notice to Vendor. Member and Vendor shall cease access to and use of the Listing Data upon notice of termination. Upon termination of membership, transfer to inactive status, or termination of the Agreement, Member and Vendor shall return all the Listing Data to NWMLS.

16. **VENDOR TO SUSPEND SERVICES TO MEMBER.** Upon notice from NWMLS, Vendor shall terminate its services to Member related to the use of the Listing Data. NWMLS may request termination for any reason including, but not limited to Member's non-payment of fees to NWMLS or Member's violation of the Rules and Policies. In addition, Vendor shall comply with all requests for information from NWMLS regarding Vendor's access and use of the Listing Data.

17. **INDEMNIFICATION.** Member and Vendor shall indemnify, defend, and hold NWMLS harmless from any claims related to Member's or Vendor's use of the Listing Data

18. **ATTORNEYS FEES AND INJUNCTIVE RELIEF.** The parties agree that, in the event of a breach of this Agreement by Member or Vendor, the damages suffered by NWMLS and its members would be difficult to calculate and that injunctive relief is appropriate. Accordingly, the parties agree that preliminary and permanent injunctive relief should be issued without need for bond. The parties further agree that in the event of a dispute regarding this Agreement, the prevailing party is entitled to an award of its attorneys' fees and costs.

19. **SIGNATURE OF AGREEMENT.** This Agreement shall be executed by Member, Vendor, and NWMLS as follows:

MEMBER:

Keller Williams North Seattle Firm Name	5584 Office ID No.	(206) 858-6800 Phone Number
Courtney Cooper Designated Broker's Name (Please Print)	25719 LAG No.	courtneycooper@kw.com E-Mail Address
Cooper Designated Broker's Signature	5/28/19 Date Signed	
Mike Holland Name of Member's Technical Contact Person	206-403-5508 Phone Number	mikeholland@kw.com E-Mail Address

VENDOR:

Market Leader Company Name	110 110th Ave NE #700 Bellevue, WA, 98004 Company Address	
Dexter Salinas Name of Vendor's CEO or President	(877) 450-0088 Phone Number	MLSBus@marketleader.com E-Mail Address
Digitally signed by Saaid Khan Reason: I have reviewed this document Location: Market Leader Date: 2018.01.16 05:01:55 -08'00' Vendor's Signature	01/16/18 Date Signed	Saaid Khan | Operations Specialist Name and Title of Person Signing Agreement
Jeff Poland Name of Vendor's Technical Contact Person	(877) 450-0088 Phone Number	Jeff.Poland@marketleader.com E-Mail Address

NWMLS:

Signature of President/CEO	Effective Date

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Third-Party Consultant/Independent Contractor

Identify all third-party consultants or independent contractors ("Consultant") that will have access to the Listing Data. Use additional pages as necessary.

Saaid Khan	Market Leader
Name of Person	Company Name

saaid.khan@marketleader.com	(877) 450-0088	marketleader.com
E-Mail Address	Phone Number	Website Address

Member and Vendor warrant that Consultant will abide by the terms of this Agreement and will only access the Listing Data to assist Member and Vendor for the uses identified in Section 4. Member and Vendor shall immediately notify NWMLS upon learning of any unauthorized use of the Listing Data or other breach of the Agreement by Consultant and shall be responsible for such breach. Member and Vendor shall provide NWMLS with written notice of any change in the information provided above within five (5) days and the failure to do so may result in termination of the Agreement.

IDX INFORMATION (if applicable)

Member's website(s) URL (if applicable)

Website No. 1 _____

Website No. 2 _____

Website No. 3 _____

Subscriber's website(s) URL (if applicable)

Website No. 1 _____

Website No. 2 _____

Website No. 3 _____

Mobile Application Information (if applicable)

Application Name _____

Description of Application:

Text Messaging Service (if applicable)

Service Name _____

Description of Service: