

Regional Multiple Listing Service of Minnesota, Inc.

Participant Data Access Agreement

This AGREEMENT is made and entered into by Regional Multiple Listing Service of Minnesota, Inc. ("RMLS"), with offices at 2550 University Ave. W, Suite 259S, St. Paul MN, 55114; the real estate brokerage firm identified as "Firm" on the signature page below ("Firm"); the Salespersons affiliated with Firm that are identified on the signature page and in Exhibit A, if any (collectively the "Salesperson 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.

AVM: An automated valuation model or similar service using mathematical modeling combined with RMLS 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 RMLS Policies. An AVM need not include any human judgment or analysis. "AVM" includes broker price opinions (BPOs) and comparative (or comparable) market analyses (CMAs) to the extent they satisfy this definition.

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 RMLS Data, except to the extent to which this Agreement and the RMLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that RMLS obtains from any third party that RMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by RMLS; and (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive. 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 RMLS for use by Firm, Salesperson Party, and Consultant; RMLS may modify the Data Interface in its sole discretion from time to time.

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

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

Firm Internal Use: Any use of those portions of the RMLS Data relating to Firm's own listings; and any use of those portions of the RMLS Data relating to listings of Participants other than Firm that exposes RMLS Data only to Firm-Related Persons and to Salespersons affiliated with Firm, subject to the RMLS Policies.

IDX: Use and display of portions of the RMLS Data under the Broker Reciprocity provisions of the RMLS Policies.

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

Participant: This term has the meaning given to it in the RMLS Policies. For purposes of this Agreement, "Participant" does not apply to

participants of MLSs other than RMLS. Where applied in this Agreement to Participants other than Firm, "Participant" also includes Salespersons affiliated with those Participants for whom the Participants are responsible under the laws of the State of Minnesota.

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

RMLS Policies: RMLS's Rules and Regulations, as amended from time to time, and any operating policies promulgated by RMLS.

Salesperson: Any person holding a real estate license in Minnesota who is not a Participant but who is subject to a Participant's supervision under the laws of Minnesota.

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".)

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

RMLS'S OBLIGATIONS

2. RMLS grants to Firm and Salesperson Party a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the RMLS Data, 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; any other use of the RMLS 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. RMLS retains all rights not expressly granted herein.

3. RMLS agrees to provide to Firm, Salesperson Party, and Consultant, during the term of this Agreement, (a) access to the RMLS Data via the Data Interface under the same terms and conditions RMLS offers to other RMLS Participants; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the RMLS Policies. RMLS does not undertake to provide technical support for the Data Interface or the RMLS Data. The Data Interface, together with access to the RMLS 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 RMLS Data shall not constitute a default by RMLS under this Agreement.

FIRM'S OBLIGATIONS

4. Firm and Salesperson Party shall comply with the RMLS Policies at all times. In the event of any perceived conflict between the RMLS Policies and this Agreement, the RMLS Policies shall govern.

5. Firm and Salesperson Party shall use the RMLS Data obtained under this Agreement for Firm Internal Use, IDX, VOW, and Firm AVM use only. Any other use is strictly prohibited. Firm and Salesperson Party shall not make the RMLS Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Firm and Salesperson Party may display the RMLS Data on web sites and Mobile Applications only to the extent permitted by the RMLS Policies and then only on a site or sites resident at the second-level and third-level domain(s) and Mobile Applications 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 Salesperson Party acknowledge that ownership and use rights relating to copyrights in the RMLS Data are defined in the RMLS Policies or in the terms of the participant and subscriber agreements between RMLS Firm and Salesperson Party, or both. Firm and Salesperson Party shall not challenge or take any action inconsistent with RMLS's ownership of or rights in the RMLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

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

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

9. Firm is surety for Salesperson 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 RMLS Policies within its control, whether committed by Firm, Salesperson Party, or Consultant, upon notice from RMLS.

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

12. Consultant shall not make the RMLS Data or the Confidential Information available to any third party, except on behalf of Firm and Salesperson Party and in a manner consistent with Firm's and Salesperson Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the RMLS Data, whether commercial or personal. In the event that Consultant provides services to Participants other than Firm (or to Salespersons affiliated with Firm other than the Salesperson Party), Consultant must enter separate contracts with RMLS. 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 Salespersons, that each Salesperson Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in RMLS terminating all of Consultant's access to the RMLS 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 RMLS Data will not constitute patent infringement of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

14. Consultant shall pay the fees, if any, that RMLS customarily charges other consultants for data access. Consultant acknowledges receipt of RMLS's current schedule of such fees, if any. RMLS 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.

15. Consultant is surety for Firm's and Salesperson 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 RMLS 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

16. RMLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm, Salesperson Party, and Consultant to the extent reasonably necessary to ascertain Firm's, Salesperson Party's, and Consultant's compliance with this Agreement ("Audit"). RMLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's, Salesperson Party's, and Consultant's web sites, Mobile Applications, and systems to ensure that RMLS Data is displayed in accordance with the RMLS Policies; using all features available to end-users of Firm's, Salesperson Party's, and Consultant's systems that employ the RMLS Data; and posing as consumers to register and test services Firm, Salesperson Party, and Consultant make available to consumers using the RMLS Data. RMLS shall pay the costs it incurs, and the out-of-pocket costs Firm, Salesperson Party, and Consultant incur, as part of any Audit; provided, however, Firm or Salesperson Party shall be liable for all costs of any Audit that discloses that Firm, Salesperson 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

17. 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

18. The term of this Agreement begins on the date that RMLS 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 RMLS; (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 IDX, VOW, or AVM services to it; (f) with regard to any Salesperson Party, immediately upon any event that results in the Salesperson Party no longer being affiliated with Firm; (g) as provided in Paragraphs 28 and 31.

19. In the event Firm's privileges as a Participant (or Salesperson Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and RMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if RMLS resumes its obligations under Paragraphs 2 and 3. In the event Firm, Salesperson Party, or Consultant breaches this Agreement and entitles RMLS to terminate under Paragraph 18, RMLS may in its sole discretion suspend its performance instead of terminating this Agreement. RMLS may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Salesperson Party's, and Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Firm, Salesperson Party, and Consultant shall make no further use of the RMLS 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 Salesperson Party's rights under this Agreement are restored.

GENERAL PROVISIONS

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

21. **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.

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

23. **Limitation of liability/exclusion of warranties.** IN NO EVENT SHALL RMLS BE LIABLE TO FIRM, SALESPERSON PARTY, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF RMLS 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 RMLS BE LIABLE TO FIRM, SALESPERSON PARTY, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM, SALESPERSON PARTY, AND CONSULTANT HAVE PAID RMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. FIRM, SALESPERSON PARTY, AND CONSULTANT ACKNOWLEDGE THAT RMLS PROVIDES THE RMLS 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. RMLS SHALL NOT BE LIABLE TO FIRM, SALESPERSON PARTY, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE RMLS DATA, ANY FAILURE TO UPDATE THE RMLS DATA PROMPTLY, OR THE RMLS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. RMLS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.

24. **Dispute resolution; Attorney's fees.** In the event RMLS claims that Firm, Salesperson Party, or Consultant has violated the RMLS Policies, RMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the RMLS Policies. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in, the courts of the State of Minnesota located in Hennepin 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 RMLS's disciplinary procedures. If RMLS 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.

25. **Indemnification.** Subject to Paragraph 23, 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 RMLS, Firm, Salesperson Party, or customers of RMLS, Firm, or Salesperson Party, to whom Consultant provides a product or service using RMLS 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.

26. **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.

27. **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.

28. **No Assignment.** No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

29. **Entire Agreement; Amendment.** Subject to RMLS 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. RMLS 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 RMLS Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

30. **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 RMLS or have any

authority to make any agreements or representations on the behalf of RMLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

31. **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 is intentionally left blank.)

Regional Multiple Listing Service of Minnesota, Inc. Participant Data Access Agreement

Under this Agreement, **FIRM AND SALESPERSON PARTY ARE PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE.** If Firm or Salesperson Party chooses to engage a different consultant or additional consultants, Firm must enter into a new version of this Agreement with RMLS and each such consultant. Under this Agreement, **CONSULTANT IS PERMITTED TO WORK ONLY WITH THE FIRM AND SALESPERSON PARTY NAMED HERE.** Consultant may not use data obtained under this Agreement to provide any services to Participants other than Firm, or with Salespersons affiliated with Firm except the Salesperson Party. Consultant must enter into a new version of this Agreement with RMLS and each additional Participant or amend this Agreement with RMLS to add additional Salespersons affiliated with Firm as Salesperson Parties.

If Firm or Salesperson 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 Salesperson Party, Firm should cross out the Salesperson Party signature box.

This Agreement is for the following uses (check all that apply):

IDX **VOW** **Firm Internal Use** **Firm AVM.**

RMLS: Regional Multiple Listing Service of Minnesota, Inc.

Signature

Name

Date: _____

(effective date of this Agreement)

Contact for notices and operations matters

Name: _____
Phone: _____
Email: _____

FIRM

Firm name

Signature of owner or officer

Name of owner or officer

Contact for notices and operations matters

Name: _____
Phone: _____
Email: _____
Mailing: _____

Second or Third Level Domain or Mobile Application:

IDX **VOW**

(If more than one will be used, specify each in Exhibit A.)

CONSULTANT

Consultant name

Signature of owner or officer

Name of owner or officer

Contact for notices and operations matters

Name: _____
Phone: _____
Email: _____
Mailing: _____

Salesperson PARTY

(If there is more than one, have each named and sign on Exhibit A.)

Salesperson Party name

Signature of Salesperson Party

Contact for notices and operations matters

Name: _____
Phone: _____
Email: _____
Mailing: _____

Second or Third Level Domain or Mobile Application:

IDX **VOW**

(If more than one will be used, specify each in Exhibit A.)

Regional Multiple Listing Service of Minnesota, Inc. Participant Data Access Agreement

Exhibit A – Additional Requirements

1. **Additional Domains and Mobile Applications.** In addition to the Second and Third Level Domains specified on the signature page Firm, Salesperson Party, and Consultant may display RMLS Data subject to the terms of this Agreement at the following Second and Third Level Domains and Mobile Applications (attach additional pages if necessary):

_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW	<input type="checkbox"/> Firm AVM

2. **Additional Salesperson Parties:** If there are two or more Salesperson Parties, each Salesperson Party after the first is identified by name here, and each must sign this Agreement. Each Salesperson Party listed here consents to RMLS 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
_____	_____
Name	Signature

Regional Multiple Listing Service of Minnesota, Inc. Participant Data Access Agreement

Exhibit B – Firm AVM Data Use Requirements

This Exhibit governs any use of the RMLS Data licensed under this Agreement for use in AVMs.

B.1. Firm may provide Firm AVM services to Firm's customers and clients with whom Firm has first established a broker-customer or broker-client 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 ("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 AVM services. Registrants may include financial institutions, mortgage lenders, mortgage bankers, mortgage brokers, mortgage loan servicers, title or mortgage insurers, insurers of payments owned 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.2. Firm must obtain the name of and a valid e-mail address for each Registrant. Each Registrant must agree to the terms of use described in Section B.3 of this Exhibit. 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.

B.3. Firm shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms-of-use agreement that provides at least the following:

B.3.1: that Registrant acknowledges entering into a lawful consumer-broker relationship with Firm.

B.3.2: that all information obtained by Registrant from Firm AVM is intended only for Registrant's internal use and may not be disseminated or reproduced without permission from RMLS.

B.3.3: that Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with Registrant's consideration of the purchase, sale, financing or other potential transaction related to the subject property of any AVM.

B.3.4: that Registrant acknowledges RMLS's ownership of and the validity of the RMLS's copyright in the RMLS Data.

B.4. The terms-of-use agreement described in Section B.3 shall also expressly authorize RMLS and other Participants or their duly authorized representatives to

access any Firm AVM for the purposes of verifying compliance with RMLS Policies and monitoring use of Participants' listings by the Firm AVM. The agreement may also include such other provisions as may be agreed to between Firm and Registrant.

B.5. Firm's right to use RMLS Data in any firm AVM is subject to the applicable office of Firm being a Participant in RMLS. In other words, an office of Firm that is not a Participant of RMLS may not use RMLS Data in any AVM provided to any third party.

B.6. Firm must protect the RMLS Data from misappropriation by employing reasonable efforts to monitor for and prevent scraping or other unauthorized accessing, reproduction, or use of the RMLS Data.

B.7. Firm must make any Firm AVM readily accessible to RMLS and to all RMLS Participants for purposes of verifying compliance with this Agreement and RMLS Policies.

B.8. RMLS shall exclude from the Data Interface all "User Confidential Data." "User Confidential Data" consists of those portions of RMLS Data that Participants are prohibited from providing to customers orally and by all other delivery mechanisms. In the event that RMLS 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.9. Firm shall maintain an audit trail of Registrants' activity on any Firm AVM and make that information available to RMLS if RMLS has reason to believe that any Firm AVM has caused or permitted a breach in the security of the data or a violation of applicable RMLS Policies.

B.10. Firm shall cause to be placed on any Firm AVM a notice indicating that the RMLS Data displayed on the Firm AVM is deemed reliable, but is not guaranteed accurate by the RMLS or other Participants.

B.11. In any display of RMLS Data to any Registrant, Firm shall display the copyright notice of RMLS. The copyright notice should take one of the following forms: "Copyright 2014 Regional Multiple Listing Service of Minnesota, Inc." or "© 2014 Regional Multiple Listing Service of Minnesota, Inc.". Firm shall

replace "2014" with the current year as of January 1
each year.