

Subscription Agreement

This Subscription Agreement (the “Agreement”) is made and entered into by and between you, as a Subscriber, as defined in Section 24, and the Park City Multiple Listing Service, Inc., a Utah corporation (“PCMLS”). In exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Subscriber and PCMLS agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Section 24 of this Agreement.
2. Grant of Subscriber Rights in Multiple Listing Service. Subject to the terms and conditions of this Agreement and PCMLS’s Rules and Regulations, PCMLS grants Subscriber the following rights and licenses in the MLS Database, as applicable. Subscriber agrees to take all reasonable steps to protect the MLS Database and Listing Content from unauthorized access, copying, or use. Access to the MLS Database shall be through a means determined by PCMLS.
 - a. Agent. PCMLS agrees to make the MLS Database available for access by Agent, and Agent shall have all rights and obligations of a subscriber in PCMLS’s multiple listing service as set forth under PCMLS’s Rules and Regulations. An Agent may permit duly authorized employees or office assistants associated with his/her office to access the MLS Database on his/her behalf and pursuant to the terms of this Agreement; provided that, he/she (a) accepts full responsibility, and shall be liable to MLS for use of the MLS Database by such employee or office assistant; and (b) promptly terminates access to the MLS by such employee and office assistant upon such employee or office assistant ceasing to be authorized as set forth in this provision.
 - b. Administrative Member. PCMLS grants a license to access and use the MLS Database and the Listings included in the MLS Database solely for the purpose of providing administrative services and assistance to any of the persons identified in the definition of Administrative Assistant.
 - c. Appraiser and Appraiser Trainee. PCMLS grants to each Appraiser and Appraiser Trainee a license to access the MLS Database and use the Listings included in MLS Database only for purposes expressly allowed under the respective Appraiser and Appraiser Trainee applicable certification or licensure, the Rules and Regulations, and any applicable License Agreement, solely for the use by the Appraiser or Appraiser Trainee to prepare an appraisal, an appraisal report, a certified appraisal report, or to perform a consultation service relating to real estate or real property for third party clients for which a fee is charged in the ordinary course of the Appraiser’s business or Appraiser Trainee’s employer’s business. No Appraiser or Appraiser Trainee may access the MLS Database or use the information contained in Listings included in the MLS Database to prepare an appraisal, an appraisal report, a certified appraisal report, or to perform a consultation service relating to real estate or real property

outside the scope of the his/her authority granted him/her under the licensing and certification provisions of Utah Code Annotated, Section 61-2b-1 and following, or other applicable law. Any appraisal, certified appraisal, or appraisal report issued or consultation performed by an Appraiser Subscriber or Appraiser Trainee Subscriber based on or related to his/her use of information contained in Listings included in the MLS Database must be properly within the scope of his/her authority granted under, and comply with requirements and restrictions of, the licensing and certification provisions of Utah Code Annotated, Section 61-2b-1 and following, or other applicable law. Each Appraiser agrees to directly supervise Appraiser Trainees' access to the MLS Database and use of the information contained in the Listings included in the MLS Database.

d. Assessor. PCMLS grants a license to access and use only the portion of the MLS Database consisting of sold Listings only for Assessor's internal business purposes, namely, valuing and assessing real property.

3. License to IDX Listings to Agents. Upon the receipt of a written request from Broker, in a form acceptable to PCMLS, and so long as Broker, Agent, and/or an applicable Vendor are not in default under this Agreement, PCMLS's Rules and Regulations or any agreement with PCMLS, PCMLS will grant to Agent or the applicable Vendor a license to the IDX Listings. The license will only be granted pursuant to a License Agreement. PCMLS has no obligation to grant a license to Agent or any Vendor which does not enter into a License Agreement. In addition to any applicable license fee payable by Agent and/or the Vendor, Agent shall pay to PCMLS all costs and expenses incurred by PCMLS in connection with any licenses and any services provided by PCMLS in connection with such licenses.

4. Limitations on Licenses. Except as expressly authorized in this Agreement or the Rules and Regulations, Subscriber agrees not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, store, time-share, or otherwise use the MLS Database or the information maintained in the MLS Database. Subscriber further agrees to take all reasonable steps to protect the MLS Database from unauthorized access, copying or use.

5. Intellectual Property Ownership.

a. Subscriber acknowledges and agrees that the MLS Database, and all copies, modifications, enhancements, and derivative works of the MLS Database, are the property of PCMLS, and all right, title, and interest in and to the MLS Database, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with PCMLS. Subscriber hereby irrevocably assigns to PCMLS any and all rights which it may have or acquire in and to the MLS Database.

b. Subscriber acknowledges and agrees that the Listing Content, and all copies, modifications, enhancements, and derivative works of the Listing Content, are proprietary, confidential, original works of authorship of PCMLS, or have been assigned or licensed to PCMLS, and are protected under United States copyright, trademark, and trade secret laws of general applicability. Subscriber acknowledges and agrees that all right, title, and interest in and to the Listing Content, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall

remain with PCMLS or its licensors. Subscriber hereby irrevocably assigns to PCMLS any and all rights not assigned to Broker which it may have or acquire in and to the Listing Content. Nothing in this Agreement or the Rules and Regulations shall be deemed to convey to Subscriber an interest in or to the MLS Database or Listing Content, but only a limited right of access and use, revocable in accordance with the terms of this Agreement.

c. Subscriber agrees not to challenge PCMLS's rights in and to the Listing Content or the MLS Database or to take any action inconsistent with the provisions of this Section 4 of this Agreement. Subscriber agrees to take all action and execute and deliver to PCMLS all documents requested by PCMLS in connection with the copyright application and registration of the Listing Content and the MLS Database.

d. Without limiting the generality of this Section 5.d, Subscriber acknowledges and agrees that PCMLS may use and license, or otherwise grant rights in or to the MLS Database or any or all of the Listings included in the MLS Database, including any and all Listing Content, to any third party for any lawful purpose reasonably deemed appropriate by PCMLS, unless otherwise limited by a separate agreement between PCMLS and the applicable broker/brokerage firm or by the Rules and Regulations.

6. Fees. In consideration for subscriber rights in PCMLS's multiple listing service and for the services provided and licenses granted under this Agreement, Subscriber agrees to pay to PCMLS the fees (the "Fees") in the amount, and in accordance with the terms, established by PCMLS for subscribers to PCMLS's multiple listing service, which amount and terms may be changed by PCMLS at any time effective upon thirty (30) days prior written notice to Subscriber. Further, each Appraiser agrees to pay to PCMLS all unpaid Fees and other fees and amounts, plus interest, owing to PCMLS by any Appraiser Trainees working under the direction of or employed by such Appraiser. In addition, each Appraiser agrees to pay to PCMLS an amount equal to the fees that would be owing by all Appraiser Trainees who are employed by or working under the direction of such Appraiser, and who are not Subscribers.

7. No Assignment by Subscriber. Subscriber agrees that this Agreement is personal to Subscriber, and Subscriber may not assign or transfer this Agreement, including any license granted under this Agreement, or transfer any rights or delegate any duties under this Agreement, to any third party. Any attempt to assign, transfer, or delegate any of Subscriber's rights, duties, or obligations under this Agreement shall be null and void.

8. Interruptions in Service. Subscriber acknowledges that access to the MLS Database may from time-to-time be unavailable to Subscriber, whether because of technical failures or interruptions, intentional downtime for service or changes to PCMLS's website, or otherwise. Subscriber agrees that any modification of PCMLS's website, and any interruption or unavailability of access to the MLS Database shall not constitute a default of any obligations of PCMLS under this Agreement, and PCMLS shall have no liability of any nature to Subscriber for any such modifications, interruptions, unavailability, or failure of access.

9. Copies and Derivative Works. Except as otherwise expressly provided in this Agreement, PCMLS's Rules and Regulations or a separate license agreement, Subscriber may

not do any of the following, either directly or indirectly, including assist any other person to do, or otherwise contribute in any way to any of the following:

a. Make any copies of the MLS Database, or any portion of the MLS Database, including any specific Listing Content included in the MLS Database;

b. Create any derivative works, enhancements, or other modifications of the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database;

c. Download, distribute, export, or transmit the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database, to any computer or other electronic device, or otherwise transmit electronically, or otherwise, the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database; or

d. Publicly display the MLS Database, or any portion of the MLS Database, including any Listing Content included in the MLS Database.

10. Representations and Warranties Regarding Listings.

a. If Subscriber is an Agent, then Agent represents and warrants with respect to each Broker's Listing or change to a Broker's Listing submitted by Agent to Broker, the following:

i. Agent and the respective Seller have assigned or licensed in writing all of Seller's and Agent's rights, title and interest, including all copyright rights and other intellectual property rights, in and to the Listing Content to Broker.

ii. The Broker's Listing complies in all respects with PCMLS's Rules and Regulations.

iii. To the best of Agent's knowledge and after reasonable due diligence to verify the accuracy of all information in the Broker's Listing, all information included in the Broker's Listing is accurate and not misleading.

iv. The Listing Content for each Broker's Listing is an original work of authorship of the Broker, or has been assigned or licensed to Broker pursuant to an enforceable assignment or license. Except for Broker, no other person or entity, including Agent or any Seller, has any rights of any nature in or to any of the Listing Content for any Broker's Listing.

v. There is no claim, litigation or proceeding pending or threatened with respect to the Listing Content for any Broker's Listing.

b. If Subscriber is an Appraiser, then Appraiser represents and warrants that

i. It is a State-Certified General Appraiser, State-Certified Residential Appraiser, State-Licensed Appraiser, or a State-Licensed Residential Appraiser in the state of Utah; and

ii. all of its Appraiser Trainees have entered into or accepted the terms of this Agreement or a separate Subscription Agreement.

c. If Subscriber is an Appraiser Trainee, then Appraiser Trainee represents and warrants that it is employed by or working under the direction of an Appraiser who has entered into or accepted the terms of this Agreement or a separate Subscription Agreement.

d. Subscriber, unless Subscriber is an Administrative Member or Assessor, is licensed in the state of Utah to provide the professional services being offered by Subscriber, and is in good standing and not subject to any disciplinary action.

e. When Subscriber executes this Agreement, this Agreement will be valid, binding and enforceable with respect to Subscriber in accordance with its terms. The execution of this Agreement and/or the performance of Subscriber's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which Subscriber is bound.

f. Subscriber shall comply with the Rules and Regulations and the requirements of the Utah Administrative Code and all other applicable laws and regulations.

11. Signatory Representation and Warranty. The individual who signs this Agreement (the "Signatory") represents and warrants that he/she is the Subscriber, or is authorized by the Subscriber to accept this Agreement and to bind Subscriber to the terms and conditions hereof.

12. Submission of Listings by Agent. As a material condition to accessing the MLS Database, Agent agrees to submit to PCMLS on behalf of Broker, all Listings for properties listed for sale by Agent, in accordance with, and except as otherwise provided in, PCMLS's Rules and Regulations. PCMLS may refuse to accept or include in, and may remove from, the MLS Database, any Listing, or any Listing Content, or may require Agent, on behalf of Broker, to direct PCMLS to modify any Listing Content, as provided under PCMLS's Rules and Regulations, or if PCMLS determines, in its sole discretion, that any such Listing Content may violate or infringe upon the rights of a third party. Notwithstanding the foregoing sentence, except as provided in PCMLS's Rules and Regulations, Agent acknowledges that PCMLS has no obligation to remove, modify or refuse any Listing or Listing Content. PCMLS grants to Agent a limited, non-exclusive, personal license to input Listing Content in the MLS Database, and modify such Listing Content, only on behalf of Broker and strictly in accordance with the terms and conditions of this Agreement and PCMLS's Rules and Regulations. Agent acknowledges and agrees that any Listing or Listing Content, or any prospective Listing or Listing Content, submitted to PCMLS may be accessible by other users of PCMLS's multiple listing service, and PCMLS shall have no liability to Agent for providing such other users access to any Listing or Listing Content, or any prospective Listing or Listing Content.

13. Confidential Information. Any information provided by PCMLS to any Subscriber, including without limitation, any password to the MLS Database, any printouts of the MLS Database as provided under this Agreement, and all Listing Content, including personal information of a Seller (collectively “Confidential Information”) shall be maintained by Subscriber as confidential and available exclusively for use by the Subscriber as provided in this Agreement. Subscriber shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. Subscriber shall not disclose any Confidential Information pursuant to a court order or as required by law until Subscriber has given PCMLS ten (10) days prior written notice and an opportunity to oppose such disclosure. Notwithstanding the foregoing, Subscriber may disclose Listing Content for individual Listings strictly in accordance with this Agreement and the Rules and Regulations.

14. Additional Representations and Warranties of Agent. Agent represents and warrants the following to PCMLS: (a) Agent is a real estate Agent licensed and in good standing; (b) Agent is a member of an Association that is organized in the state of Utah and is in good standing with such Association; (c) is engaged at all times during the term of this Agreement as an agent of Broker, either as an employee or an independent contractor of Broker; (d) Broker has consented to Agent entering into this Agreement; (e) this Agreement, when executed by Agent, will be valid, binding and enforceable with respect to Agent in accordance with its terms; (f) the provisions of the services provided under this Agreement and the fulfillment of Agent’s obligations as contemplated under this Agreement are proper and lawful; and (g) Agent is not and shall not be under any disability, restriction or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement.

15. Compliance with Governing Rules and Agreements.

a. By entering into this Agreement, Subscriber represents and warrants to PCMLS that he or she has read and understands, and shall be bound by and at all times fully comply with and perform all of Subscriber’s obligations under this Agreement, PCMLS’s Rules and Regulations, and the Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS®. In addition to all other rights and remedies available to PCMLS under this Agreement and PCMLS’s Rules and Regulations, Subscriber acknowledges that PCMLS may levy fines against Subscriber for noncompliance with PCMLS’s Rules and Regulations as provided in PCMLS’s Rules and Regulations. A copy of PCMLS’s then-current version of PCMLS’s Rules and Regulations is available upon request.

b. To the extent there is any conflict between this Agreement, an applicable Participation Agreement, and PCMLS’s Rules and Regulations, PCMLS’s Rules and Regulations shall govern. As between this Agreement and any applicable Participation Agreement, this Agreement shall govern.

16. No Warranty. THE SERVICES PROVIDED AND LICENSE GRANTED TO AGENT UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT ANY WARRANTY OF ANY NATURE. PCMLS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, BUT WITHOUT LIMITATION,

PCMLS DISCLAIMS ANY WARRANTY WITH RESPECT TO ANY LISTINGS, ANY LISTING CONTENT, AND THEIR ACCURACY.

17. Limitation of Liability.

a. PCMLS'S ENTIRE AND CUMULATIVE LIABILITY TO SUBSCRIBER, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MLS DATABASE OR LISTING CONTENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY SUBSCRIBER TO PCMLS DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM ARISES.

b. WITHOUT LIMITING AND NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL PCMLS BE LIABLE TO AGENT OR ANY THIRD PARTY FOR ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, GENERAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF FORESEEABLE OR IF PCMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE. PCMLS SHALL HAVE NO LIABILITY OF ANY NATURE TO VENDORS.

c. WITHOUT LIMITING THE FOREGOING, AGENT ACKNOWLEDGES AND AGREES THAT PCMLS DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM PCMLS'S WEBSITE AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT AGENT'S OR OTHER THIRD PARTIES' CONNECTIONS TO THE INTERNET (OR PORTIONS OF THE INTERNET). ALTHOUGH PCMLS WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, PCMLS CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, PCMLS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

18. Injunction. PCMLS and Subscriber agree that a breach or violation of Sections 9, 13, and 20.h of this Agreement will result in immediate and irreparable injury and harm to PCMLS. In such event, PCMLS shall have, in addition to any and all remedies of law and other consequences under this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under this Agreement; provided, however, that, this shall in no way limit any other remedies which PCMLS may have, including, without limitation, the right to seek monetary damages.

19. Temporary Suspension of Services. Without terminating this Agreement, if Agent's principal broker license becomes inactive, Agent may request temporary suspension of Agent's participation in PCMLS's multiple listing service for a period of up to twelve (12) consecutive months (a "Temporary Suspension Period"). Agent's request will be granted upon

(a) prior written consent of PCMLS; (b) Agent's payment of a suspension fee in an amount established by PCMLS, which amount may be increased from time-to-time in PCMLS's sole discretion (the "Temporary Suspension Fee"), and; (c) Agent's payment in full of all amounts otherwise owing by Agent. The Temporary Suspension Fee may be waived by PCMLS if Agent requests suspension for any of the following reasons: military service, full time church assignment, serious illness, or other similar reasons acceptable to PCMLS in its sole discretion. At any time prior to the expiration of the Temporary Suspension Period, Agent may request, and upon the prior written approval of PCMLS shall be granted, a one-time extension of the Temporary Suspension Period for up to an additional twelve (12) months, subject to payment of an additional Temporary Suspension Fee.

20. Term and Termination.

a. The initial term of this Agreement shall commence on the Effective Date and, unless earlier terminated as provided in this Agreement, shall continue for a period of one (1) year. This Agreement shall automatically renew for additional one (1) year terms unless either party gives written notice to the other party of non-renewal at least thirty (30) days prior to the expiration of the then-current term or this Agreement is otherwise terminated as provided in this Agreement.

b. Either party may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the other party.

c. PCMLS may terminate this Agreement upon the occurrence of any of the following events: (1) Broker requests in writing that PCMLS terminate this Agreement as to an Agent; (2) Subscriber fails to pay any Fees when due; (3) Subscriber discloses any Confidential Information, including, without limitation, any password of Subscriber, except as expressly provided in this Agreement; (4) Subscriber otherwise fails to comply in all respects with the Rules and Regulations, or the Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS®; (5) Subscriber defaults under any material term or condition of any License Agreement; or (6) Subscriber defaults under any other material term or condition of this Agreement. Except as otherwise provided in this Agreement, termination pursuant to this Section 20.c of this Agreement shall be effective at any time after PCMLS has given ten (10) business days' notice to Subscriber of any such event, and such event has not been cured within such ten (10) day period. Notwithstanding the foregoing sentence, if, in the reasonable discretion of PCMLS, the occurrence of any such event could result in irreparable harm to PCMLS, termination shall be effective immediately, without prior written notice to Subscriber, provided that notice shall be delivered to Subscriber within ten (10) business days following such termination.

d. If Subscriber is an Agent this Agreement shall automatically terminate upon the following:

i. upon termination of the Participation Agreement; except that if Broker, and not Brokerage Firm, entered into the terminated Participation Agreement, this Agreement shall continue in effect provided that another Broker or his/her Brokerage Firm enters into a Participation Agreement within thirty (30) days after termination of the terminated

Participation Agreement. If another Participation Agreement is not entered into within such thirty (30) day period, this Agreement shall automatically terminate upon expiration of such thirty (30) day period.

ii. upon Agent's disengagement from Broker, unless Agent is engaged as an agent of another broker, either as an employee or an independent contractor of such broker within thirty (30) days, and submits a transfer form and pays a transfer fee to PCMLS as provided in the Rules and Regulations.

e. PCMLS may automatically terminate this Agreement upon the following:

i. if Subscriber is an Administrative Member, Appraiser, Appraiser Trainee, or Assessor and he or she places a Listing in the MLS in his or her name.

ii. if Subscriber is an Administrative Member, if PCMLS receives written instruction from the Agent, or if Administrative Member has violated these Rules and Regulations or is no longer employed by or affiliated with the Agent or employing REALTOR®.

f. This Agreement may also terminate as provided under Section 23.d of this Agreement.

g. In addition to all other rights and remedies available to PCMLS under this Agreement, if Subscriber fails to pay any Fees when due, or otherwise defaults under this Agreement, PCMLS may, in its sole discretion, temporarily suspend the license granted to Subscriber to access the MLS Database until all outstanding Fees have been paid in full or the default has been cured.

h. Upon termination of this Agreement, Subscriber agrees to immediately destroy any printouts of the MLS Database or Listing Content, and any copies of the MLS Database and Listing Content in Subscriber's possession or under Subscriber's control. Upon termination of this Agreement, all licenses granted and all services provided to Subscriber under this Agreement shall terminate. No pre-paid Fees will be refunded to Subscriber for any termination of this Agreement.

21. Indemnification by Agent. Agent agrees to indemnify and hold harmless PCMLS, its parent company, Park City Board of Realtors, Inc., and their respective officers, directors, employees, shareholders, and agents from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with any Listing Agreement, this Agreement, submission to PCMLS of any Listing or Listing Content and the inclusion of any Listing or Listing Content by Agent in the MLS Database, including, without limitation, any claim that the access to, display of, and/or use of any Listing Content infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world, including any claims by Sellers. PCMLS shall have the right to control its own defense and engage legal counsel acceptable to PCMLS.

22. Proprietary and Other Notices. Subscriber agrees that it will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or used on, or in

connection with, the MLS Database or any printouts of the MLS Database allowed under this Agreement.

23. General.

a. Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, by a reputable overnight courier service, or by e-mail, if the sender receives and maintains a copy of a certified mail receipt and a copy is mailed within (1) business day after notice is delivered by e-mail, to the appropriate party at the following addresses:

If to Subscriber:

At the street address or e-mail maintained by PCMLS for Subscriber.

If to PCMLS:

Park City Multiple Listing Service, Inc.
1889 Prospector Avenue
Park City, Utah 84060
Attention: Anne Reynolds
Email: anne@parkcityrealtors.com

With a copy to:

Callister Nebeker & McCullough
Zion's Bank Building
10 East South Temple, Suite 900
Salt Lake City, Utah 84133
Attention: John H. Rees
Email: jhrees@cnmlaw.com

The foregoing addresses may be changed from time-to-time by delivering notice of such change, referencing this Agreement, to the parties to this Agreement.

b. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah. Subscriber acknowledges that by using the services provided under this Agreement, Subscriber has transacted business in the state of Utah. By transacting business in the state of Utah by agreement, Subscriber voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Summit County, state of Utah, as to all matters relating to or arising from this Agreement.

c. Costs of Litigation. If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing

party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and expenses of litigation.

d. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement; except that if any provision of Sections 8, 16, or 16 of this Agreement, or any other limitation of liability or exclusion of warranty set forth in this Agreement, is determined to be invalid or unenforceable, then this Agreement shall immediately terminate without notice.

e. No Waiver. The waiver by either party of, or the failure of either party to take action with respect to, any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement. The subsequent acceptance of any payment due under this Agreement by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in this Agreement.

f. Entire Agreement; Modifications Only in Writing. This Agreement, together with PCMLS's Rules and Regulations and any applicable License Agreement, (i) constitutes the entire agreement between PCMLS and Subscriber concerning the MLS Database, Listing Content, and all other subject matter of this Agreement, (ii) supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties, and (iii) may not be amended except in writing signed by PCMLS and Subscriber. In the event that there is any conflict between this Agreement and the terms of use of any PCMLS website, the terms of this Agreement shall govern.

g. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of PCMLS and Subscriber and is not intended to benefit any third party, including any Seller. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

h. Effective Date. This Agreement shall be dated effective as of the date set forth above the signatures at the end of this Agreement.

i. Survival. The provisions of Sections 4, 6, 8, 13, 16, 16, 18, 20.h, and 21 of this Agreement shall survive the termination of this Agreement.

24. Definitions. The following terms shall have the following meanings in this Agreement:

a. Administrative Member means one of the following:

- i. A personal assistant, employed by a REALTOR® who is an Agent in good standing with PCMLS, and who does not list or sell real estate;
or

- ii. An office administrator or secretary employed by an Agent in good standing with the MLS
- b. Agent means a real estate agent or associate broker, as such terms are defined in the Title 61, Chapter 2, Utah Code Ann., who is engaged as an agent of Broker, either as an employee or an independent contractor of Broker.
- c. Association means an association of REALTORS[®] established and operated in accordance with the applicable rules and regulations of the NATIONAL ASSOCIATION OF REALTORS[®].
- d. Appraiser means a State-Certified General Appraiser, State-Certified Residential Appraiser, State-Licensed Appraiser, or State-Registered Appraiser.
- e. Appraiser Trainee means a person training to become a real estate appraiser, who is employed by and working under the direction and supervision of an Appraiser.
- f. Assessor means a staff member of the county assessor offices in the state of Utah.
- g. Broker means the principal real estate broker, as such term is defined in the Title 61, Chapter 2, Utah Code Ann., who is a Realtor[®] in good standing, and who has engaged Agent as an agent/associate broker of Broker, either as an employee or independent contractor.
- h. Brokerage Firm means the real estate brokerage firm affiliated with Broker.
- i. Broker Listings means only the Listings of Broker.
- j. Effective Date has the meaning set forth in Section 23.h of this Agreement.
- k. Exempted Listing means a Listing which the respective Seller has withheld permission to have included in the MLS Database by PCMLS, or a Listing which is not required to be filed with PCMLS in accordance with PCMLS's Rules and Regulations.
- l. IDX Listings means all of the listings identified or defined as an IDX listing in PCMLS's Rules and Regulations.
- m. License Agreement means a license agreement entered into between PCMLS and Subscriber, or PCMLS and a third party at the request of Subscriber.
- n. Listing means a real estate listing of a participant in PCMLS's multiple listing service.
- o. Listing Agreement means an enforceable, written, and fully executed agreement between Broker and a Seller whereby, among other things, Broker agrees to provide real estate sales services to Seller, and Seller agrees to pay compensation for services provided,

including compensation to a cooperating Broker, if applicable, all in accordance with applicable law.

p. Listing Content means all data and content, including without limitation, all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and pricing information submitted by Broker to PCMLS with respect to all Broker's Listings, except Exempted Listings.

q. MLS Database means the compilation of Listings, including information for sold properties, known as the MLS Database, as modified from time-to-time by PCMLS, and which, as of the date of this Agreement, is available to subscribers at www.pcmls.org.

r. Participation Agreement means a participation agreement, in a form acceptable to PCMLS in its sole discretion, entered into between PCMLS and Broker or Brokerage Firm, which grants participation rights in PCMLS's multiple listing service to Broker or Brokerage Firm, and which identifies Agent as a real estate agent or associate broker of Broker/Brokerage Firm

s. PCMLS has the meaning set forth on the first page of this Agreement.

t. Rules and Regulations means the rules and regulations and policies and procedures, as amended, of the Association of which Subscriber is a member, including the rules and regulations of PCMLS.

u. Seller means the seller(s) or lessor(s) of a property which is the subject of a Listing at issue under this Agreement.

v. State-Certified General Appraiser means a person who holds a current, valid certification as a state-certified general appraiser issued under the provisions of Utah Code Annotated, Section 61-2b-1 and following.

w. State-Certified Residential Appraiser means a person who holds a current, valid certification as a state-certified residential real estate appraiser issued under the provision of Utah Code Annotated, Section 61-2b-1 and following.

x. State-Licensed Appraiser means a person who holds a current, valid license as a state-licensed appraiser issued under the provision of Utah Code Annotated, Section 61-2b-1 and following.

y. State-Licensed Residential Appraiser means a person who holds a current, valid license as a state-licensed residential real estate appraiser issued under the provision of Utah Code Annotated, Section 61-2b-1 and following.

z. Subscriber means the Administrative Member, Agent, Appraiser, Appraiser Trainee, or Assessor who is the Signatory to this Agreement.

aa. Vendor means any person or entity which has entered into a License Agreement for display of real estate listings for Subscriber.

Dated effective _____, 20____.

PCMLS

PARK CITY MULTIPLE LISTING SERVICE,
INC.

By _____
Print Name

Chief Executive Officer

SUBSCRIBER

Print Name

Individually
