

# Third Party Vendor License Agreement

This Third Party Vendor License Agreement (the “Agreement”) is made and entered into by and between the Park City Board of Realtors<sup>®</sup>, a Utah corporation (“PCBR”), and \_\_\_\_\_, a \_\_\_\_\_ (“Vendor”).

## AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, PCBR and Vendor agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, PCBR hereby grants to Vendor a License. The IDX License granted under this Agreement is to facilitate the display of Licensed Listings on Display Websites of Broker Subscribers and their Agent Subscribers. No License will be granted to Vendor with respect to a particular Display Website except upon execution by a Broker Subscriber of a Broker Agreement for the applicable Broker Subscriber or Agent Subscriber and the respective Display Website, and, if applicable, execution by Agent Subscriber of an Agent Agreement. Vendor agrees and acknowledges that PCBR may modify the terms of this Agreement at any time, in its sole discretion. PCBR agrees to deliver to Vendor, each Broker Subscriber, and each Agent Subscriber notice of any modification to this Agreement. In the event any material modification to this Agreement is unacceptable to Vendor, a Broker Subscriber, or an Agent Subscriber, Vendor may terminate this Agreement in accordance with Section 22.b of this Agreement, or Broker Subscriber or Agent Subscriber may cause PCBR to terminate this Agreement for particular Display Websites in accordance with Section 22.d of this Agreement. In the event an Agent Subscriber is no longer an agent of the Broker Subscriber which accepted the terms of a Broker Agreement for that Agent Subscriber, then PCBR may suspend this Agreement with respect to the applicable Agent Subscriber’s Display Website(s) in accordance with Section 21 of this Agreement.

2. Limitations on License. Except as expressly set forth in this Agreement, no rights are granted to Vendor to do any of the following, and Vendor shall not, and shall not cause or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the Licensed Listings, or otherwise create any derivative works of the Licensed Listings, (b) download, distribute, export, deliver, or transmit any of the Licensed Listings, including to any computer or other electronic device, except the Display Server as permitted under this Agreement, or (c) sell, grant access to, or sublicense the Licensed Listings, or any portion of the Licensed Listings, to any third party. Vendor agrees to take all reasonable steps necessary to protect the Licensed Listings from unauthorized access, distribution, copying or use.

3. License Fees and Payment; Expenses. In consideration for the License granted under this Agreement, Vendor (or Broker Subscriber, Broker Subscriber’s brokerage firm, or an Agent Subscriber on Vendor’s behalf) agrees to pay to PCBR an annual non-refundable license fee in the amount set forth on the attached Schedule B to

this Agreement (the "License Fee"). The License Fee for the first year shall be due on the Effective Date, and for each subsequent year, thirty (30) days prior to each anniversary of the Effective Date. In addition to the License Fee, for each Display Website, Vendor (or Broker Subscriber, Broker Subscriber's brokerage firm, or an Agent Subscriber on Vendor's behalf) shall pay a one-time set up fee in the amount set forth on the attached Schedule B to this Agreement (the "Set-Up Fee"). The Set-Up Fee for each Display Website shall be due on the date the website is included as a Display Website under this Agreement. Except for PCBR's standard set-up services covered by the Set-Up Fee (the "Set-Up Services"), or unless otherwise expressly provided under this Agreement, Vendor agrees to pay for any set-up, support or other services provided by PCBR in connection with the Licensed Listings or this Agreement, at PCBR's then-current hourly rates. All amounts owing for such services shall be due within ten (10) days of receipt of invoice. Interest on all unpaid amounts owing to PCBR under this Agreement shall accrue at the rate of fifteen percent (15%) per annum until paid. Broker Subscriber, an Agent Subscriber, or Broker Subscriber's brokerage firm may pay on behalf of Vendor the License Fee, Set-Up Fee, and any other amounts owing by Vendor to PCBR under this Agreement, except that if Broker, Agent or the Broker Subscriber's brokerage firm fails to pay any such amounts when due, Vendor shall be liable for such amounts until paid. Vendor agrees to pay all costs of collection of all unpaid amounts owing to PCBR under this Agreement, including reasonable attorney's fees and costs. Vendor shall be responsible for its own expenses and costs under this Agreement, and PCBR shall have no obligation to reimburse Vendor for any expenses or costs incurred by Vendor in the exercise of Vendor's rights or the performance of Vendor's duties under this Agreement.

4. Display Servers. All Display Servers shall be owned by and under the direct control and supervision of Vendor. In the event any person or entity, except Vendor, has any control over, responsibility for, or access to the Display Server (a "SubVendor"), Vendor shall enter into a written agreement with the SubVendor obligating the SubVendor to comply with all of the terms and conditions of the Agreement. PCBR shall be an express third party beneficiary of any such agreement.

5. Compliance with Standards.

a. Vendor agrees to be bound by and comply with all of the terms and conditions of the Access Standards and the IDX Policy, including maintaining the Display Websites and Display Servers in accordance with the IDX Policy. With respect to the IDX Policy, Vendor shall ensure that any display of IDX Listings, and each Display Website and page on each Display Website, and each IDX Participant, is in compliance, with the terms of the IDX Policy. Vendor shall not cause the display of any IDX Listings, or any Display Website or page on such Display Website, to be inconsistent with the terms of the IDX Policy, and Vendor shall not facilitate any noncompliance by IDX Participants with the terms of the IDX Policy.

b. The Access Standards and IDX Policy may include terms and limitations in addition to or inconsistent with those set forth in this Agreement. In the event of any such inconsistency, the terms of the Access Standards, and IDX Policy will govern. Vendor acknowledges that PCBR may modify the Access Standards and IDX

Policy at any time, in its sole discretion. PCBR agrees to deliver to Vendor, Broker Subscriber, and Agent Subscriber notice of any modification to the Access Standards and IDX Policy. In the event any material modification to the Access Standards and IDX Policy is unacceptable to Vendor, a Broker Subscriber, or an Agent Subscriber, Vendor may terminate this Agreement in accordance with Section 22.b of this Agreement, or Broker Subscriber or Agent Subscriber may cause PCBR to terminate this Agreement, or the display of Licensed Listings on a particular Display Website, in accordance with Section 22.d of this Agreement.

c. Vendor shall immediately notify PCBR of any failure to comply with the Access Standards or IDX Policy of which it becomes aware, including by any IDX Participant, and including any actual or attempted material unauthorized access to or download or use of the Licensed Listings. Upon the occurrence of any such event or action, Vendor shall take all steps necessary, and cooperate with PCBR in every way requested by PCBR, to remedy and prevent the continuation or recurrence of such actions or event, including with respect to any litigation or other proceeding, as deemed necessary by PCBR.

6. Means of Access to Licensed Listings. Access by Vendor to the Licensed Listings shall be exclusively by the means designated by PCBR, in its sole discretion, as set forth in and in accordance with the Access Standards. PCBR may, in its sole discretion and upon thirty (30) days prior written notice to Vendor, change the means and nature of accessing the Licensed Listings.

7. Changes to PCBR's Server. PCBR shall not be obligated to make any changes to PCBR's Server, including any software running on PCBR's Server, the configuration, applicable protocols, or any other aspect of PCBR's Server for any reason, including changes which Vendor believes may be necessary to facilitate access to the Licensed Listings. Notwithstanding the forgoing, PCBR may, at any time, modify or replace PCBR's Server, in its sole discretion, and Vendor understands that a modification of PCBR's Server may require changes to any applicable websites, including the Display Websites, hardware, software, or configurations to provide for access to the Licensed Listings. PCBR makes no representations or warranties with respect to the response time for access to the Licensed Listings. Vendor acknowledges that PCBR's Server, together with access to the Licensed Listings may from time-to-time be unavailable to Vendor, whether because of technical failures or interruptions, intentional downtime for service or changes to PCBR's Server, or otherwise. Vendor agrees that any modification of PCBR's Server, and any interruption or unavailability of access to PCBR's Server, or access to or use of the Licensed Listings shall not constitute a default under this Agreement, and that PCBR shall have no liability of any nature to Vendor for any such modifications, interruptions, unavailability, or failure of access.

8. Intellectual Property. Vendor acknowledges and agrees that the IDX Database and the Licensed Listings are proprietary, original works of authorship of PCBR, or licensed to PCBR, protected under United States copyright, trademark, patent and trade secret laws of general applicability. Vendor further acknowledges and agrees that all right, title, and interest in and to the IDX Database and Licensed Listings, together with all modifications, enhancements, and derivative works of the IDX

Database, including all copyright rights, are and shall remain with PCBR. Notwithstanding the prohibition against modification of the IDX Database, in the event Vendor makes any such modification, then any modifications to the IDX Database, shall be the sole property of PCBR. Vendor hereby assigns to PCBR any and all modifications to the IDX Database made by Vendor, or anyone within the control of Vendor. Vendor agrees to execute all documents and take all action reasonably requested by PCBR in connection with the assignment of rights to PCBR. This Agreement does not convey or grant to Vendor an interest in or to the IDX Database or Licensed Listings, but only a limited right to use and display the Licensed Listings, revocable in accordance with the terms of this Agreement. In the event of any claim for infringement or misappropriation of the IDX Database or Licensed Listings, all damages awarded and other awards and recoveries shall be the exclusive property of PCBR, and all such amounts shall be paid to PCBR. In the event, for any reason, Vendor obtains possession or control of any such damages or awards, Vendor agrees to hold all such funds as trustee in trust for the exclusive benefit of PCBR. Vendor agrees that it will not challenge or take any action inconsistent with PCBR's rights to the IDX Database or Licensed Listings.

9. Trademarks. No right, license, or interest to any trademark of PCBR is granted to Vendor under this Agreement, except that PCBR grants to Vendor a limited, non-exclusive, revocable license to use PCBR's designated trademarks only for the limited purpose of identifying PCBR as the source of the Licensed Listings ("PCBR Trademarks"). Any use of the PCBR Trademarks shall be solely for the purpose of identifying PCBR as the source of the Licensed Listings, used exactly in the form designated by PCBR, and shall be used strictly in accordance with the terms of the IDX Policy. The license granted under this Section 9 of this Agreement may be terminated at any time by PCBR, in its sole discretion, upon written notice. Vendor agrees and acknowledges that the license of the PCBR Trademarks is made without any representations or warranties of any kind or nature. PCBR does not make any representations or warranties regarding title to the PCBR Trademarks, the rights of any other persons or entities to the PCBR Trademarks, or with regard to the enforceability of any rights to the PCBR Trademarks. Except as provided in this Section 9 of this Agreement, no other right is granted to Vendor under this Agreement with respect to any trademarks of PCBR. Vendor agrees that it shall not use any trademarks of PCBR, or any marks that are confusingly similar, assert any right, license, or interest with respect to any trademarks of PCBR, or represent or suggest any affiliation between PCBR and Vendor. Vendor agrees that it will not file any applications or assert any rights to any of PCBR's trademarks in the United States, or any other country or territory.

10. No Warranties. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING TO ACCESS AND DISPLAY THE LICENSED LISTINGS, IS "AS IS," AND PCBR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Audit. PCBR may, or at its option may engage an independent third party to, audit, test, and inspect the books, records, equipment, and facilities of Vendor, including each Display Server, and to perform tests of Vendor's controls, systems and

procedures, and of the Display Websites, as often as deemed reasonably necessary by PCBR, in its sole discretion, including without limitation, (a) external attempts to penetrate any firewalls established in connection with any Display Server and protection of the Licensed Listings, (b) viewing all of the pages constituting each Display Website, (c) using the Display Websites to initiate and execute searches, (d) using all other features and functions available on the Display Websites, and if any of the features or functions of a Display Website are protected by a user authentication device, such as a password, or require registration or similar function, then using all of such features and functions; or (e) implementing a program to review compliance of each Display Website with the terms of this Agreement including the IDX Policy, such as the National Association of Realtors® PolicyPage program. If any features or functions of a Display Website require registration or other information, PCBR may input information which is not accurate in order to access the feature or function. Vendor shall not attempt to block or otherwise interfere with PCBR's monitoring or review of, attempts to penetrate, or access to, any Display Server or Vendor's other systems and controls. Each such audit shall be performed in accordance with audit standards and procedures established by PCBR, in its sole discretion, and shall be performed to monitor and review (a) the adequacy of Vendor's internal controls; (b) the adequacy of Vendor's security system and procedures; (c) Vendor's compliance with the Access Standards; (d) Vendor's compliance with applicable laws, rules, and regulations; and (e) Vendor's compliance with any other terms of this Agreement. The costs of such audits and tests shall be at PCBR's expense, except that if at any time an audit discloses that Vendor is not in full compliance and has otherwise not met the audit standards established by PCBR in its sole discretion, Vendor shall pay all costs of the audit, including PCBR's internal costs, the independent auditor costs, and other out-of-pocket expenses incurred by PCBR.

12. Representations and Warranties of Vendor. Vendor represents and warrants the following to PCBR:

a. This Agreement, when executed by Vendor, will be valid, binding and enforceable with respect to Vendor in accordance with its terms. The execution of this Agreement and/or the performance of Vendor'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 Vendor is bound.

b. The grant of the License to Vendor and the fulfillment of Vendor's obligations as contemplated under this Agreement are proper and lawful.

c. Vendor 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.

d. Each Broker Subscriber is (i) a principal real estate broker licensed in accordance with the laws of the state of Utah, (ii) is a subscriber in good standing to PCBR's multiple listing service who has entered into a subscription agreement with PCBR for such services, and (iii) is an IDX Participating Broker.

e. Each Broker Subscriber has accepted the terms of the Broker Agreement.

f. Each Agent Subscriber has accepted the terms of the Agent Agreement.

13. Contract Administration; Technical Contact. Each party shall designate the name, address, telephone number, fax number, and e-mail address of a person who shall be the contract administrator under this Agreement (each a "Contract Administrator"), and the name, address, telephone number, fax number, and e-mail address of a person who shall be the technical contact under this Agreement (the "Technical Contact"). The initial Contract Administrator and Technical Contact for Vendor shall be identified on the attached Schedule A to this Agreement, which schedule is incorporated herein by this reference. The Contract Administrator and/or Technical Contact may be changed from time-to-time, but not prior to delivery of notice to the other party. Each party's Technical Contact will be the point of contact for all technical issues related to the IDX Database, Developer Instructions, Display Server(s), and otherwise arising under this Agreement.

14. Disclaimer. Vendor acknowledges and agrees that use of, access to, and the display of the Licensed Listings by Vendor do not constitute an endorsement, acceptance, or approval by PCBR of any display of the Licensed Listings, or the means of displaying the Licensed Listings, including the Display Websites, or the content of the Display Websites. PCBR expressly disclaims any responsibility for the content of the Display Website and any other medium of display of the Licensed Listings, including without limitation, intellectual property infringement, content, accuracy, defamation, and other unlawful content.

15. Operation in Accordance with Law. Vendor agrees that it will at all times develop, maintain, and display, as applicable, the Licensed Listings, the Display Websites, the Display Servers, the content of the Display Websites, and all of Vendor's business and business operations in a professional manner and in accordance with all applicable federal, state, and local laws, ordinances, and regulations and the Rules and Regulations. Further, Vendor will not include in the content of the Display Websites any material which is illegal, immoral, unethical, or offensive.

16. Confidential Information. Vendor agrees and acknowledges that in addition to any copyright and other proprietary rights, the Licensed Listings are confidential information of PCBR. The Licensed Listings, any non-public information delivered by or under the direction of PCBR or used by Vendor in connection with access to the Licensed Listings, and the terms and conditions of this Agreement (collectively "Confidential Information"), shall be maintained by Vendor as confidential and available exclusively for use by Vendor as provided in this Agreement, and for no other purposes. Vendor shall not disclose any Confidential Information to anyone, except as ordered by a court of competent jurisdiction or as otherwise required by law. Vendor shall not disclose any Confidential Information pursuant to a court order or as required by law until Vendor has given PCBR ten (10) days prior written notice and an opportunity to oppose such disclosure.

17. Indemnification. Vendor hereby agrees to indemnify and hold harmless PCBR, and its officers, directors, employees, and licensees, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys fees and costs, arising out of or connected with any material breach by Vendor of any of the terms and conditions of this Agreement, hosting of the Display Websites, and the use and display of the Licensed Listings. Vendor shall further indemnify PCBR 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, based on any breach of any warranty set forth in Section 12 of this Agreement. PCBR shall have the right to control its own defense and engage legal counsel acceptable to PCBR.

18. Limitation of Liability. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, PCBR'S ENTIRE AND CUMULATIVE LIABILITY TO VENDOR, OR ANY THIRD PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE USE OR DISPLAY OF THE LICENSED LISTINGS, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE GREATER OF THE LICENSE FEE PAID TO PCBR UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED OR ONE THOUSAND DOLLARS (\$1,000). WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS SECTION 18 OF THIS AGREEMENT, IN NO EVENT SHALL PCBR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF PCBR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Injunction. PCBR and Vendor agree that a breach or violation of Sections 2, 5, 8, 9, 11, 15, 16 and 20 of this Agreement will result in immediate and irreparable injury and harm to PCBR. In such event, PCBR 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 PCBR may have, including, without limitation, the right to seek monetary damages.

20. Proprietary and Other Notices. Vendor agrees that it will include and not alter or remove any trademark, copyright, or other notices, or any disclaimers located or used on, or in connection with the Licensed Listings, or otherwise required by PCBR. Vendor agrees to provide notice to any person with access to the display of any the Licensed Listings that the source of the Licensed Listings is PCBR, and the Licensed Listings are confidential information of PCBR. Specifically, without limitation, such notices shall be displayed in a reasonably conspicuous manner on the all pages on the Display Website on which Licensed Listings, or any portions of the Licensed Listings, are displayed.

21. License Suspension. PCBR may, at its option and without prior notice to Vendor, immediately suspend the License, including access to or display of the Licensed Listings, or the display of the Licensed Listings on any particular Display Website for a period of up to thirty (30) days upon the occurrence of any default by Vendor, or the occurrence of any event which PCBR believes may constitute a default, under this Agreement, including any violation of or noncompliance with the Access Standards or the IDX Policy, or failure by Vendor, or a Broker Subscriber, Agent Subscriber, or brokerage firm to pay any License Fees owing to PCBR under this Agreement. PCBR shall provide Vendor with written notice of suspension of the License within three (3) days following the first day of suspension. In addition, PCBR may, at its option, immediately suspend the License with respect to any particular Display Website (a) upon the occurrence of any default by the respective Broker Subscriber or Agent Subscriber of an applicable Broker Agreement, Agent Agreement, the Rules and Regulations, or any other agreement with PCBR, including failure to pay any fees owing to PCBR when due, or (b) if, at any time, the respective Broker Subscriber or the Broker Subscriber of the respective Agent Subscriber is not an IDX Participant. Nothing under this Section 21 of this Agreement shall be construed as requiring PCBR to suspend the License prior to exercising its right of termination under Section 22 of this Agreement.

22. Term and Termination.

a. The initial term of this Agreement shall commence on the Effective Date, and unless earlier terminated, continue until the first (1<sup>st</sup>) anniversary of the Effective Date, and shall automatically renew for additional one (1) year terms thereafter 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.

b. Vendor may terminate this Agreement at any time prior to the expiration of the initial term or any renewal term by delivering to PCBR prior notice of termination.

c. PCBR may terminate this Agreement at any time after PCBR has given ten (10) days notice to Vendor of any of the following defaults, and such defaults have not been cured within such ten (10) day period; provided, however, that if, in the reasonable discretion of PCBR, the default by Vendor could result in irreparable harm to PCBR, PCBR may terminate this Agreement without prior written notice, if notice of such termination is delivered to Vendor within ten (10) days of termination by PCBR:

i. Vendor fails to pay any amounts owing to PCBR under this Agreement when due.

ii. Vendor discloses or uses in any manner not expressly permitted under this Agreement any Confidential Information, except as expressly provided in this Agreement.

iii. The License is suspended pursuant to Section 21 of this Agreement, and Vendor fails to cure the reason for suspension within the thirty (30) day suspension period provided under Section 21 of this Agreement.

iv. Vendor otherwise defaults under any other material term or condition of this Agreement.

d. PCBR may terminate the License with respect to the Display Website(s) of a particular Broker Subscriber or Agent Subscriber at any time upon notice to Vendor and (A) upon the occurrence of any default by such Broker Subscriber or Agent Subscriber under any applicable Broker Agreement, Agent Agreement, the Rules and Regulations, or any other agreement entered into with PCBR, (B) if, at any time, such Broker Subscriber or Agent Subscriber is not an IDX Participant, or (C) upon delivery of notice by such Broker Subscriber or Agent Subscriber to PCBR that the License should be terminated with respect to the Display Websites of such Broker Subscriber or Agent Subscriber, for any reason, including Broker Subscriber's or Agent Subscriber's unwillingness to accept a material modification to the Broker Agreement or Agent Agreement, as applicable, so long as such notice is delivered to PCBR no later than thirty (30) days after notice of the material modification is given to the applicable Broker Subscriber or Agent Subscriber, or (D) Broker Subscriber's or Agent Subscriber's failure to pay any license fees owing by such Broker Subscriber or Agent Subscriber under the applicable Broker Agreement or Agent Agreement when due. Upon termination of the License for a particular Broker Subscriber's or Agent Subscriber's Display Website in accordance with this Section 22.d of this Agreement, the terms of Sections 22.e and 22.f of this Agreement shall apply with respect to the Display Website for which the License is terminated.

e. Upon the termination of this Agreement, for any reason, the License shall terminate and Vendor shall within ten (10) business days of the date of termination, (a) permanently delete and remove all copies of the Licensed Listings, and such software from all computers and other storage devices on which they were loaded or copied, including the Display Servers, and (b) terminate the use and display of any Licensed Listings on any pages of the Display Website, and (c) deliver to PCBR written certification acceptable to PCBR of Vendor's compliance with the provisions of this Section 22.e of this Agreement.

f. No License Fees, or portion of the License Fees, or other fees payable by Vendor under this Agreement will be refunded to Vendor upon termination of this Agreement for any reason, whether termination is by Vendor or PCBR.

### 23. General.

a. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed accordance with the laws of the state of Utah. Vendor acknowledges that by entering into this Agreement, and by obtaining the License, Vendor has transacted business in the state of Utah. Vendor hereby voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in the state of Utah as to all matters relating to or arising from this Agreement.

b. Notices. All notices, demands, or consents required or permitted under this Agreement shall be either be in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable

overnight courier service, or delivered by email, to the appropriate party at the following addresses:

**If to PCBR:**

Park City Board of Realtors  
1889 Prospector Avenue  
Park City, Utah 84060  
Attention: Anne Reynolds  
Email: [Anne@ParkCityRealtors.com](mailto:Anne@ParkCityRealtors.com)

**With a copy to:**

Callister Nebeker & McCullough  
10 East South Temple, Suite 900  
Salt Lake City, Utah 84133  
Attention: John H. Rees  
Email: [jhrees@cnmlaw.com](mailto:jhrees@cnmlaw.com)

If to Vendor, at the address for notices provided on the attached Schedule A to this Agreement.

The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to 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 fees, costs, and expenses of litigation.

d. No Joint Venture. Nothing in this Agreement shall be construed to create a partnership or joint venture between PCBR and Vendor. Vendor shall be responsible for the wages, hours, and conditions of employment of Vendor's personnel during the term of this Agreement. Nothing in this Agreement shall be construed as implying that Vendor or employees of Vendor are employees of PCBR.

e. 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.

f. No Waiver. The waiver by any party of, or the failure of any party to take action with respect to, any breach of any term, covenant or condition herein contained 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.

g. No Assignment. Vendor agrees that it will not assign or delegate, license, or otherwise transfer this Agreement, any licenses granted under this Agreement, or any of the rights or obligations of Vendor under this Agreement.

h. Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of PCBR and Vendor, and is not intended to benefit any third party, including any Broker Subscriber, Agent Subscriber, brokerage firm, or users of the Display Websites. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of this Agreement.

i. Entire Agreement. This Agreement includes any schedules attached to this Agreement, which schedules are incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement between Vendor and PCBR concerning the subject matter of this Agreement. This Agreement supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties. This Agreement may not be amended except in writing signed by Vendor and PCBR.

j. Survival. The provisions of Sections 2, 3, 7, 8, 10, 14, 16, 17, 18, 19, 22.e, 22.f, and 23 shall survive the termination of this Agreement.

24. Definitions. The underlined terms set forth in this Section 24 shall have the meanings given them in this Section 24.

a. Access Standards means the additional terms and conditions for accessing the Licensed Listings, which terms and conditions are established and amended by PCBR from time-to-time. A copy of the then-current version of the Access Standards is attached as Schedule C to this Agreement, and is incorporated herein by this reference.

b. Agent Subscriber means each real estate agent that is affiliated with a Broker Subscriber, who is a subscriber to PCBR's multiple listing service, and who requests that PCBR grant to Vendor a License to facilitate the display of applicable Licensed Listings on Agent Subscriber's Display Website, and for which the Agent Subscriber's Broker Subscriber has executed the Broker Agreement and Agent Subscriber has executed the Agent Agreement.

c. Agent Agreement means the agreement provided by PCBR, in a form acceptable to PCBR, in its sole discretion, and to be executed by an Agent Subscriber in connection with the granting of a License to Vendor. The Agent Agreement is incorporated into this Agreement by this reference.

d. Agreement means this Third Party Vendor License Agreement, together with all documents which are incorporated by reference into this Agreement.

e. Allowed Fields means the data fields within the IDX Database

identified by PCBR for Licensed Listings, and which are identified on the attached Schedule E, which is incorporated into this Agreement by this reference, and which may be amended by PCBR from time to time in its sole discretion.

f. Broker Subscriber means each principal real estate broker who is a subscriber to PCBR's multiple listing service, has requested that PCBR grant to Vendor a License to facilitate the display of applicable Licensed Listings on Broker Subscriber's Display Website, the Display Website of his/her brokerage firm, or any of Broker Subscriber's Agent Subscribers' Display Websites, and has executed the Broker Agreement.

g. Broker Agreement means the agreement provided by PCBR, in a form acceptable to PCBR, in its sole discretion, and to be executed by a Broker Subscriber for him/herself and/or his/her Agent Subscribers in connection with the granting of a License to Vendor. The Broker Agreement is incorporated into this Agreement by this reference.

h. Confidential Information has the meaning set forth in Section 16 of this Agreement.

i. Contract Administrator has the meaning set forth in Section 13 of this Agreement.

j. Display Server means all of the computer hardware and software, commonly referred to as a server, which generate pages of the respective Display Websites, and make them available through the Internet.

k. Display Website means each Internet website established for a Broker Subscriber, Broker Subscriber's brokerage firm, or Agent Subscriber located at and with the domain name identified for the Display Website in the applicable Broker Agreement, which domain name must be acceptable to PCBR.

l. Effective Date means the date identified as the effective date on the signature page of this Agreement.

m. IDX Agent means an Agent Subscriber of an IDX Participating Broker.

n. IDX Database means the compilation of real estate listings, including all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and pricing information, maintained by PCBR and known as the Park City Board of Realtors IDX database.

o. IDX Listings means the Listings of all IDX Participating Brokers except as may be excluded by PCBR in accordance with the Rules and Regulations.

p. IDX Non-Participation Election. A written request by a Broker Subscriber to PCBR that no data from Listings submitted by Broker Subscriber be included as IDX Listings.

q. IDX Participating Broker means a Broker Subscriber who has not made and is not then currently under an IDX Non-Participation Election and who is actively engaged in the real estate brokerage business.

r. IDX Participant means an IDX Participating Broker or an IDX Agent, respectively.

s. IDX Policy means the provisions of the Rules and Regulations relating to PCBR's Internet Data Exchange (IDX) program. A copy of the then-current version of the IDX Policy is attached as Schedule D to this Agreement, and is incorporated herein by this reference.

t. License means a non-exclusive, non-transferable license to access and display the Licensed Listings only on web pages which are generated by Display Servers, and displayed on Display Websites, and not other websites or media, in accordance with the limitations and other terms and conditions of this Agreement.

u. License Fee has the meaning set forth in Section 3 of this Agreement.

v. Licensed Listings means the IDX Listings, consisting of only the specific data provided by PCBR in the Allowed Fields.

w. Listing means all data and information, including all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and pricing information, regarding a parcel of real property, and all improvements on the real property, which is used in connection with the listing, marketing, and sale of real property.

x. PCBR's Server means the computer server or servers, including both hardware and software, maintained by PCBR which provides or provide the means for Vendor to access the Licensed Listings.

y. PCBR Trademarks has the meaning set forth in Section 9 of this Agreement.

z. RETS Download means the download of Licensed Listings through PCBR's Server using real estate transaction standards (RETS) as described on www.rets.org, or a substitute website..

aa. Rules and Regulations means the Rules and Regulations of the Multiple Listing Service (MLS) of the Park City Board of Realtors<sup>®</sup> as amended by PCBR from time-to-time.

- bb. Set-Up Fee has the meaning set forth in Section 3 of this Agreement.
- cc. Set-Up Services has the meaning set forth in Section 3 of this Agreement.
- dd. SubVendor has the meaning set forth in Section 4 of this Agreement.
- ee. Technical Contact has the meaning set forth in Section 13 of this Agreement.

Dated effective \_\_\_\_\_, \_\_\_\_\_, 200\_\_

PCBR

PARK CITY BOARD OF REALTORS®

By \_\_\_\_\_  
 Anne Reynolds  
 Chief Executive Officer

VENDOR

\_\_\_\_\_  
 Company

By \_\_\_\_\_  
 \_\_\_\_\_  
 President

SCHEDULE A

In connection with the Agreement, Vendor must provide the following information:

**Vendor's Contract Administrator** (See Section 13 of the Agreement):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Vendor's Technical Contact** (See Section 13 of the Agreement):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Vendor's Address for Notices** (See Section 23.b of the Agreement):

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**User-Agent header for Vendor's RETS appliance:** \_\_\_\_\_  
[Include RETS version (e.g., "Example/1.5")]

SCHEDULE B

**License Fees**

The amount of fees and other fees, and the payment terms for such fees are set forth in the Fee Structure section of the PCBR website located at [www.ParkCityRealtors.com/idx](http://www.ParkCityRealtors.com/idx)

## SCHEDULE C

### **Access Standards (RETS Download)**

1. Means of Access. Access to the Licensed Listings shall be exclusively through download of the Licensed Listings through RETS Download.
2. License Grant. In addition to the License granted to Vendor under the Agreement, PCBR hereby grants to Vendor a license to download the Licensed Listings exclusively through RETS Download, and subject to the other terms and conditions of the Agreement and these Access Standards. Upon termination of the Agreement, for any reason, the license granted to Vendor under this Section 2 of these Access Standards shall automatically terminate.
3. Change of Means of Access; Photographs. PCBR may, in its sole discretion and upon thirty (30) days prior written notice to Vendor, change the means and nature of downloading the Licensed Listings, and/or terminate the download of the Licensed Listings to the Display Server. Specifically, but without limitation, PCBR may change the applicable table structures at any time after fifteen (15) days notice to Vendor. The download of and access to photographs will be by providing to Vendor the primary photograph for each Licensed Listing included in the data feed either by (a) a hypertext mark-up language document containing an image tag to the photograph stored on PCBR's Server, or (b) a compressed file containing the actual photographs.
4. Access Standards. PCBR will create an updated file of the Licensed Listings and photographs at least one (1) time every twenty-four (24) hours. Vendor may download the Licensed Listings no more frequently than one (1) time every twenty-four (24) hours. Vendor's initial download of the Licensed Listings shall be a full download. After the initial download, Vendor's downloads of the Licensed Listings may be full or incremental as determined by PCBR in its sole discretion.

SCHEDULE D  
**IDX POLICY**

Defined terms not otherwise defined in the Agreement or in this IDX Policy shall have the meanings set forth in the Rules and Regulations. Specifically, for purposes of this IDX Policy, the following terms are defined in the Rules and Regulations as follows:

“Broker Listings” means the Listings of a particular Broker Subscriber included in the IDX Database.

“Display Website” means a website of an IDX Participating Broker or IDX Agent which displays all or a portion of the IDX Listings.

“IDX Agent” means an Agent of an IDX Participating Broker.

“IDX Database” means the compilation of real estate listings, including all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and pricing information, maintained by PCBR and known as the Park City Board of Realtors IDX database.

“IDX Listings” means the Listings subject to the following limitations:

- (a) IDX Listings shall include only Listings which are Exclusive Right to Sell Listings;
- (b) IDX Listings shall include only Listings having Active and/or Time-Clause status;
- (c) IDX Listings shall contain only those fields of data designated by PCBR. Display of all other fields (as determined by PCBR) is prohibited.
- (d) IDX Listings shall not include the Listings of Broker Subscribers which have made an IDX Non-Participation Election;
- (e) IDX Listings shall not include any Listing, or the property address of any Listing, respectively, of any Seller who has affirmatively directed that the Listing or the property address of the Listing not appear on the Internet or other electronic forms of display or distribution;
- (f) IDX Listings shall not include the Seller’s(s’) and occupant’s(s’) name(s), phone number(s), and e-mail address(es), if made available by the Board.
- (g) IDX Listings shall not include confidential information fields intended for Cooperating Brokers only, and not consumers, including the compensation offered to other Cooperating Brokers, instructions or remarks regarding showing or security of the listed property, and other fields identified by PCBR;
- (h) IDX Listings shall not include expired, withdrawn, or pending Listings.

“IDX Non-Participation Election” has the meaning set forth in Article 18 of these Rules and Regulations.

“IDX Participant” means an IDX Participating Broker or IDX Agent, respectively.

“IDX Participation Election” has the meaning set forth in Article 18 of these Rules and Regulations.

“IDX Participating Broker” means a Broker Subscriber who has made an IDX Participation Election, and is not then currently under an IDX Non-Participation Election, and who is actively engaged in the real estate brokerage business.

**(RULES AND REGULATIONS, ARTICLE 18, INTERNET DATA EXCHANGE (IDX))**

**Section 18:** A Broker Subscriber may authorize display of his/her Broker Listings on IDX Participants’ Internet websites, and may display the Listings of other IDX Participating Brokers’ on his/her Internet websites, subject to these Rules and Regulations and applicable agreements.

**Section 18.1:** A Broker Subscriber’s consent for display of its Broker Listings by IDX Participants pursuant to these Rules and Regulations must be affirmatively established in writing (an “IDX Participation Election”). Upon the Board’s receipt of a Broker Subscriber’s IDX Participation Election, the Board will grant to the Broker Subscriber, and only upon Broker Subscriber’s affirmative consent and subject to the Broker Subscriber’s control, his/her Agent Subscribers, a license to download and display the IDX Listings or to frame or link to and display the IDX Listings, as the Board may determine in its sole discretion, subject to these Rules and Regulations, the terms of any applicable license agreements, and the requirements of state law and/or regulation. Licenses will be granted only pursuant to license agreements in a form and substance acceptable to the Board. The Board has no obligation to grant a license to an IDX Participant which does not enter into a license agreement acceptable to the Board. The Board may charge a license fee for the license.

**Section 18.2:** If a Broker Subscriber does not make an IDX Participation Election, or later affirmatively withdraws the IDX Participation Election (an “IDX Non-Participation Election”), then that Broker Subscriber, and his/her Agent Subscribers, may not access, download, frame or otherwise display any of the Other Brokers’ Listings. A Broker Subscriber can make an IDX Participation Election or an IDX Non-Participation Election at any time and from time to time, except that after making an IDX Non-Participation Election, the Broker Subscriber must wait one hundred and twenty (120) days before he/she may make an IDX Participation Election. If a Broker Subscriber affirmatively withdraws the IDX Participation Election, IDX Participants shall have ten (10) days from the date such IDX Participants receive notice of the IDX Non-Participation Election to remove such Broker Subscriber’s Broker Listings from Display Websites. A Broker Subscriber’s consent to display of his/her Broker Listings by IDX Participants is required in order to have his/her Broker Listings transmitted by the Board to aggregators/publishers of real property ads.

**Section 18.3:** Even where a Broker Subscriber has given blanket consent for IDX Participants to display his/her Broker Listings on Display Websites, such consent may be withdrawn on a listing-by-listing basis as instructed by the Seller. Notwithstanding the foregoing, a Listing Broker may, upon Seller's consent, display on its Display Websites or other websites such Seller's Listing, or the property address of such Seller's Listing, even if such Listing or property address has been excluded by Seller for display as part of the IDX Listings on other IDX Participants' Display Websites.

**Section 18.4:** Only Subscribers who are REALTORS® and who are actively engaged in real estate brokerage may display IDX Listings or any portion of IDX Listings. This requirement can be met by maintaining an office or Internet presence from which the respective IDX Participant is available to represent real estate sellers or buyers (or both).

**Section 18.5:** Service fees and charges for participation as an IDX Participant shall be as established annually by the board of directors of the Board.

**Section 18.6:** Each IDX Participant must notify the Board of its intention to establish a Display Website and must make each Display Website directly accessible to the Board for purposes of monitoring and ensuring compliance with these Rules and Regulations, any agreements between the Board and the respective IDX Participant, and any other applicable laws, rules and regulations.

**Section 18.7:** Each Display Website must include terms and conditions of use which are substantially in conformance with the terms and conditions included on the Board's website at [www.ParkCityBoard.org](http://www.ParkCityBoard.org), a copy of which is attached. Display Websites must be accessible to the public, but registration may be required by the IDX Participant for access to the IDX Listings.

**Section 18.8:** Only IDX Listings, and no other MLS data, may be displayed by IDX Participants.

**Section 18.9:** Each display by an IDX Participant of any IDX Listings, or portion of IDX Listings shall:

**Section 18.9.1:** Clearly and conspicuously identify the Listing Broker, and any co-Listing Broker, for each specific IDX Listing as shown on the records of the Division of Real Estate of the Utah Department of Commerce in a readily visible color and typeface not smaller than the median used in the display of IDX Listings and in accordance with Section 18.11(c) of these Rules and Regulations. IDX Participants may, but are not required to identify the Listing Agent for each specific IDX Listing as shown on the records of the Division of Real Estate of the Utah Department of Commerce.

**Section 18.9.2:** Clearly and conspicuously identify the name of the brokerage firm under which the IDX Participant operates in a readily visible color and typeface.

**Section 18.9.3:** Clearly and conspicuously identify the Board as the source of the IDX Listings in accordance with Section 18.11(c) of these Rules and Regulations.

**Section 18.9.4:** Except for Display Websites which aggregate listing content for and IDX Participant with multiple other brokers using a common trademark, such as a franchisor's trademark, and which Display Websites are otherwise acceptable to PCBR, include at the top of each webpage, the name, telephone number and e-mail address of the IDX Participant displaying the IDX Listing as listed on the Board's records, in a typeface not smaller than the median used in the display of IDX Listings on that page.

**Section 18.10:** If the Seller is also the Listing Agent or Listing Broker, a statement to that effect.

**Section 18.11:** Include the following notices:

(a) The information provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. All properties are subject to prior sale or withdrawal. All information provided is deemed reliable but is not guaranteed accurate, and should be independently verified.

(b) The Board's designated logo and a link to a webpage for the Board's website, having a URL of [www.ParkCityBoard.org](http://www.ParkCityBoard.org).

(c) The following notice, which shall be placed next to the Board's designated logo, and which shall be in a typeface not smaller than the median used in the display of IDX Listings on that page:

The multiple listing information is provided by Park City Board of Realtors® from a copyrighted compilation of listings. The compilation of listings and each individual listing are © [Current Year] Park City Board of Realtors®, All Rights Reserved. Access to the multiple listing information through this website is made available by [name of the Listing Broker] as a member of the Park City Board of Realtors® multiple listing service.

No other entity, including a brokerage firm or any franchisor, may be listed in place of the specific Listing Broker on the foregoing notice.

**Section 18.12:** If a Seller directs that the street or property address of its IDX Listing may not be displayed on Display Websites, then no maps (including street and aerial maps) from which the specific address or location of such IDX Listing may be determined may be displayed.

**Section 18.13:** Each IDX Participant may exclude IDX Listings from display on its Display Websites based solely on objective criteria. Examples include but are not limited to property type (e.g., "condos," "single family detached," "multi-family," etc.), list price, location (e.g., "downtown"), or cooperative compensation offered by Listing Brokers.

**Section 18.14:** IDX Participants shall not modify or manipulate any IDX Listings data; except that the display of IDX Listings may be augmented with additional data not otherwise prohibited for display, such as virtual tours, so long as the source of the other data is clearly and conspicuously identified. This requirement does not restrict the format of the display of the IDX Listings or display of fewer than all of the IDX Listings or display of fewer than the authorized data fields.

**Section 18.15:** IDX Participants must refresh all downloads and refresh all data displayed from the IDX Listings at least once every seven (7) days.

**Section 18.16:** The display of any data from the IDX Listings that consumers can retrieve or download in response to an inquiry shall be limited to 100 IDX Listings per search.

**Section 18.17:** The right to display Other Brokers' Listings included in the IDX Listings shall be limited to an IDX Participating Broker's office(s) holding participatory rights in the MLS.

**Section 18.18:** IDX Listings must be displayed separately from listings obtained from sources other than the MLS and other multiple listing services, as multiple listing service is defined in the National Association of Realtors® Handbook on Multiple Listing Policy. An example of another source of listings which must be displayed separately is non-IDX Participants. Listings obtained from sources other than the MLS must clearly display the source of the other listings, but may not display any contact information for such source, on any page on which the information is displayed.

**Section 18.19:** IDX Participants shall not provide access to Listings, including IDX Listings, to any person or entity not expressly authorized such access under these Rules and Regulations and applicable agreements. No portion of the IDX Listings shall be used, distributed, provided or made available to a third party for any purpose except as otherwise expressly provided for in these Rules and Regulations.

**Section 18.20:** Each display or use of the IDX Listings, or any portion of the IDX Listings, and each Display Website, including all content included on each Display Website shall be made and maintained strictly (a) in accordance with federal, state, and local laws, regulations, and ordinances, (b) in accordance with the Code of Ethics of the National Association of Realtors®, and (c) in a professional manner.

**Section 18.21:** Each display or use of the IDX Listings, or any portion of the IDX Listings, shall be only (a) for a purpose which is expressly allowed under the IDX Participant's certification or licensure, (b) for the solicitation of potential buyers and sellers of real estate through the advertising of listings, and (c) in accordance with Section 14.1 of the Rules and Regulations.

**Section 18.22:** No display or use of the IDX Listings, or any portion of the IDX Listings, shall be used in connection with sending unsolicited or unauthorized advertising, spam, promotional materials, or any other form of unsolicited message, whether commercial or otherwise.

**Section 18.23:** The display or use of the IDX Listings, or any portion of the IDX Listings, and each Display Website, including all content included on each Display Website, shall not include any of the following:

(a). Any material which infringes the intellectual property rights of any third party.

(b). Any material which promotes pornography, violence, or discrimination on the basis of race, sex, religion, nationality, disability, age, or sexual orientation.

(c). Any material which is immoral, unethical, offensive, illegal, or inappropriate for a professional website or other display.

(d). Viruses, worms, “trojan horses” or other similar contaminating or harmful features.

**Section 18.24:** Each IDX Participant shall use reasonable security protection, such as firewalls, in connection with access to and display of the IDX Listings to protect the IDX Listings data from misappropriation, data mining, “scraping”, and against other unauthorized access, reproduction or use of IDX Listings. Each IDX Participant shall securely maintain at all times its computers and websites secure sites, and the server on which the Display Website software resides in a secure location, such that intruders may not access, damage, or alter files located on the IDX Participant’s computers or access the Display Website software.

**Section 18.25:** Each IDX Participant shall maintain an audit trail of all consumer activity on each Display Website for a rolling consecutive twelve (12) month period, and shall make such information for a particular Display Website available to the Board upon the Board’s request if the Board has reason to believe that the Display Website has caused or permitted a breach in the security of the MLS data or a violation of these Policies and Procedures relating to use by consumers.

## Website Terms of Use

**THIS IS A BINDING LEGAL CONTRACT. CAREFULLY READ THESE WEBSITE TERMS OF USE (“TERMS OF USE”) BEFORE USING THE WEBSITE HAVING THE DOMAIN NAME OF WWW. \_\_\_\_\_ (THE “WEBSITE”). BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, AND BE LIABLE TO THE OWNER OF THE WEBSITE (THE “WEBSITE OWNER”) FOR ANY NONCOMPLIANCE WITH THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE WEBSITE, AND MAY NOT CREATE OR MAINTAIN A LINK TO THE WEBSITE.**

1. License. Website Owner hereby grants to you a revocable, limited, nonexclusive license for the duration of your current viewing session to access, download and print only individual real estate listings, comprising factual information and creative content displayed on the Website (the “Listing Content”), solely for personal and non-commercial purposes, and no other purposes, and subject to the limitations set forth in these Terms of Use. This license will terminate immediately upon any noncompliance by you with any of the terms of these Terms of Use, or at any other time upon notice to you. All rights not expressly granted in these Terms of Use are reserved.

2. Limitations on Use.

2.1 Except as expressly provided under these Terms of Use or upon Website Owner’s express prior written consent, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, upload, post, license, frame in another website, use on any other website, create derivate works of, transfer, sell, and/or exploit for commercial use, any content, software, real estate listings, databases or other lists, products or services provided through or obtained from the Website, including by email or other electronic means, without the prior written consent of Website Owner. In addition, you may not circumvent any technological measures or features of the Website that are intended to or effectively control access to the Listing Content, or any other protected content or information included on the Website. The Website may contain robot exclusion headers. The real estate listings displayed on the Website, including the Listing Content, are updated on a real-time basis, and are proprietary or licensed to Website Owner. You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose without Website Owner’s express prior written consent.

2.2 You further agree that you will not:

- (a) take any action that imposes or may impose (in Website Owner’s sole discretion) an unreasonable or disproportionately large load on Website Owner’s infrastructure;
- (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content from the Website without Website Owner’s express prior written consent and the appropriate third party, as applicable;
- (c) interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website; or
- (d) bypass Website Owner’s robot exclusion headers or other measures Website Owner may use to prevent or restrict access to the Website.

3. Your Representations and Warranties.

You represent and warrant to Website Owner that any information you provide on the Website will be true, accurate and complete, and will not violate any law, statute, ordinance or regulation. You warrant that you will not falsely identify yourself or impersonate or falsely represent your affiliation with any person or entity. Except with the written permission of Website Owner, you agree that you will not access or attempt to access password protected, secure or non-public areas of the Website. Unauthorized individuals attempting to access prohibited areas of the Website may be subject to legal prosecution. You further warrant to Website Owner that you will not use the Website for any purpose that is unlawful or prohibited by these Terms of Use, including without limitation the posting or transmitting of any threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material.

4. Changes to These Terms of Use.

Website Owner reserves the right, in its sole discretion, to modify, update, or otherwise revise these Terms of Use at any time. Such revisions shall be effective immediately upon posting on the Website. By using the Website or creating, maintaining, or using, if authorized by the Website Owner, a link to the Website, after Website Owner has posted any modifications, updates or revisions, you agree to be bound by such revised Terms of Use. In addition to these Terms of Use, additional terms may govern use of certain web pages within the Website or the creation, maintenance and use of a link to the Website, as such terms may be contained on the web pages of the Website. Provided that such additional terms are not contrary to these Terms of Use, by accessing and using such web pages, and creating, using, and maintaining a link to the Website), you agree to be bound by such terms.

5. Links to Other Websites.

The Website may contain links to other websites (“Linked Websites”). The Linked Websites are provided for your convenience and information only and, as such, you access them at your own risk. You agree and acknowledge that Website Owner is not responsible for, and does not endorse, the content of or anything that may be delivered to you or your computer as a result of accessing any Linked Websites, whether or not Website Owner is affiliated with the owners of such Linked Websites. Without limiting the generality of the foregoing, Website Owner is not responsible and shall have no liability for any viruses or other illicit code that may be downloaded through a link found on the Website, or by accessing a Linked Website.

6. Terms for Creation of a Link.

6.1 Upon your acceptance of the terms and conditions of these Terms of Use, you are authorized to establish a hypertext link (the “Link”) from your website (“Your Website”) to the home page of the Website. Deep linking to content appearing in the web pages below the home page of the Website is not permitted.

6.2 If you create a Link, Your Website shall not:

- (a) Create frames around the Website or otherwise alter the visual presentation of the Website.
- (b) Expressly state or otherwise imply that Website Owner is endorsing you, your products or services, or the content of Your Website.
- (c) Expressly state or otherwise imply an affiliation between you and Website Owner without the prior written consent of Website Owner.

- (d) Misrepresent your relationship with Website Owner or present false or misleading impressions about Website Owner's products or services.
  - (e) Disparage the Website or display the Link in a manner that that diminishes Website Owner's goodwill.
  - (f) Include or display any material which is immoral, unethical, illegal or inappropriate for a professional website.
- 6.3 You acknowledge and agree that you are not a publisher, distributor, agent, partner, franchiser or endorser of the Website, and Website Owner is not a publisher, distributor, agent, franchiser or endorser of Your Website. Website Owner retains exclusive editorial control over the Website and has the right to make administrative or operational decisions it deems necessary or desirable in the normal course of business.
- 6.4 You warrant to Website Owner that (1) you have duly registered the domain name of Your Website with all applicable authorities and/or have a license to use Your Website, and you possess all rights necessary to use such the domain name for Your Website, and (2) the content of and materials placed on or within Your Website, and any hyperlinks on Your Website, do not and will not (i) infringe upon or violate any U.S. copyright, patent, trademark or other proprietary right of a third party, or (ii) violate any applicable law, statute, regulation, or non-proprietary right of a third party.

7. Proprietary Rights.

You acknowledge and agree that the trademarks of Website Owner (the "Marks"), the Website, the Listing Content, the compilation or real estate listings, and the content and look and feel of the Website, to the extent protectable, are proprietary, original works of authorship of Website Owner, or licensors of Website Owner, protected under United States and worldwide copyright, trademark, and trade secret laws of general applicability. You further acknowledge and agree that all right, title and interest in and to the Marks, the Website, and the content and look and feel of the Website are and shall remain with Website Owner or its licensors. You agree not to contest or infringe these rights, directly or indirectly, at any time. Without the prior written consent of Website Owner, your modification of the content, use of the content on any other website or networked computer environment, or use of the content for any purpose other than personal, non-commercial use, violates the copyrights, trademarks or other intellectual property rights of Website Owner or its licensors, and is prohibited. Except as expressly provided under this Agreement, you may not use on any website, including Your Website, or on any other materials, the Marks, or any other trademarks or copyrighted materials appearing on the Website, including without limitation any logos, without the express prior written consent of the owner of the mark or copyright.

8. Interruptions in Service.

The Website and access to the content of the Website may from time-to-time be unavailable to you or users of Your Website, whether because of technical failures or interruptions, intentional downtime for service or changes to the Website, or otherwise. You agree that Website Owner shall have no liability of any nature to you or any third party for any modifications to the Website, and any interruption or unavailability of access to the Website or its content.

9. No Warranties; Exclusion of Liability.

YOU UNDERSTAND AND EXPRESSLY AGREE TO THE FOLLOWING:

- (a) YOUR USE OF AND RELIANCE UPON ANY AND ALL CONTENT AND SERVICES, INCLUDING WITH RESPECT TO ANY REAL ESTATE LISTING, CONTAINED IN OR PROVIDED THROUGH THE WEBSITE IS AT YOUR SOLE RISK. SUCH CONTENT AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WEBSITE OWNER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO THE APPROPRIATENESS, ACCURACY, SUFFICIENCY, CORRECTNESS, VERACITY, VALUE, COMPLETENESS, AVAILABILITY, OR TIMELINESS OF THE DATA, METHODS, OR CONTENT CONTAINED IN OR PROVIDED THROUGH THE WEBSITE. WEBSITE OWNER DOES NOT WARRANT THE FUNCTIONS CONTAINED IN THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WEBSITE OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- (b) IN NO EVENT WILL WEBSITE OWNER BE LIABLE TO YOU, ANY USER OF THE WEBSITE OR YOUR WEBSITE, OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE UPON THE CONTENT CONTAINED IN OR PROVIDED THROUGH THE WEBSITE. ANY CONTENT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE USE OF THE WEBSITE, OR ANY LINKED WEBSITE, IS AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, SOFTWARE, YOUR WEBSITE, LOSS OF DATA, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, THE RELIANCE UPON OR USE OF DATA, CONTENT, OPINIONS OR OTHER MATERIALS APPEARING ON THE WEBSITE OR A LINKED WEBSITE, OR OTHER PERSONAL LOSS THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY MATERIAL ON THE WEBSITE OR A LINKED WEBSITE.
- (c) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WEBSITE OWNER BE LIABLE TO YOU, OR ANY USER OF THE WEBSITE OR YOUR WEBSITE, OR TO ANY THIRD PARTY FOR ANY LOSS, EXPENSE, OR DAMAGE, OF ANY NATURE, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, AND INCLUDING LOST PROFITS OR LOST REVENUE, CAUSED DIRECTLY OR INDIRECTLY BY THE USE OR RELIANCE UPON CONTENT OR SERVICES OBTAINED BY OR PROVIDED THROUGH THE WEBSITE, OR FOR ANY ERROR OR OMISSION, OR OTHERWISE IN ANY WAY CONNECTED WITH USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF WEBSITE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification.

You agree to indemnify, defend and hold harmless Website Owner, its officers, directors, employees, shareholders, agents, affiliates, suppliers, successors and assigns from and against any and all liability, loss, claim, demand, suit, proceeding, damage, cost and expense, including reasonable attorneys fees and costs, arising out of or resulting from (a) any violation by you of these Terms of Use; (b) the content of Your Website; or (c) any negligent acts, errors or omissions of you or your agents or contractors.

11. Miscellaneous.

- 11.1 These Terms of Use and all other terms and conditions related to the use of the Website shall be governed by and construed in accordance with the laws of the state of the principal place of business or primary residence of the Website Owner, United States of America, without regard to its conflict of law provisions. By use of the Website or creating a Link, you hereby consent to the exclusive jurisdiction of and venue in the federal and state courts located in the county and state of the principal place of business or primary residence of the Website Owner, United States of America, for all disputes arising out of or related to the use of the Website, any information contained on or provided through the Website, and the creation and maintenance of a Link, and you waive all defenses to the exclusive jurisdiction of such courts.
- 11.2 If any provisions of these Terms of Use shall be unlawful, void or for any reason unenforceable, then such provision shall be deemed severed from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.
- 11.3 These Terms of Use supersede any prior agreements or understandings between you and the Website Owner not incorporated into these Terms of Use. In the event of any inconsistency between these Terms of Use and any future posted Terms of Use, the last posted Terms of Use shall control.
- 11.4 There are no third party beneficiaries of these Terms and Conditions.
- 11.5 If you violate any of these Terms of Use, your permission to use the Website and to create or maintain a Link, and your license to the Marks shall immediately terminate without the necessity of any notice to you. Website Owner retains the right to deny access to the Website to anyone at its sole discretion, for any reason, including but not limited to violation of these Terms of Use. Website Owner may, at any time, in its sole discretion for any reason terminate only your right to create and maintain a Link, without affecting your right to otherwise access and use the Website in accordance with these Terms and Conditions. Upon notice of any termination of your right to create and maintain a Link and license to the Marks, and you shall immediately remove any and all Links and Marks from Your Website.

SCHEDULE E

**Allowed Fields**

Allowable Display Fields	Allowable Display Fields					
Agents	Single Family	Condo	Land	Commercial	Fractional Ownership	Multi-Family
AgentCode	AccessTypeMVO	AccessTypeMVO	AccessTypeMVO	AgentCode	AccessTypeMVO	AccessTypeMVO
AgentEmail	AgentCode	AgentCode	Acres	ApproxBuildingSize	AgentCode	AgentCode
AgentName	ApproxLotSize	ApproxTotalSqFt	AgentCode	ApproxLotSize	ApproxTotalSqFt	ApproxLotSize
AgentPhone	ApproxTotalSqFt	ApproxYearBuilt	ApproxLotSize	ApproxOfficeSpace	ApproxYearBuilt	ApproxTotalSqFt
AgentWebsiteAddress	ApproxYearBuilt	Area	Area	ApproxYearBuilt	Area	ApproxYearBuilt
MemberAffiliateType	Area	AssociationDues	AssociationDues	Area	AssociationDues	Area
MemberType	City	City	City	BuildingStyle	City	City
	CoAgentCode	CoAgentCode	CoAgentCode	BusinessType	CoAgentCode	CoAgentCode
Offices	Co-List Office Name	Co-List Office Name	Co-List Office Name	City	Co-List Office Name	Co-List Office Name
OfficeAddress1	CommonAmenitiesMVO	CommonAmenitiesMVO	CommonAmenitiesMVO	CoAgentCode	CommonAmenitiesMVO	CommonAmenitiesMVO
OfficeAddress2	CoOfficeCode	CoOfficeCode	CoOfficeCode	Co-List Office Name	CoOfficeCode	CoOfficeCode
OfficeAffiliateType	County	County	County	CoOfficeCode	County	County
OfficeCity	CulinaryWaterShares	DiningMVO	CulinaryWaterShares	County	DiningMVO	HeatingCoolingMVO
OfficeCode	DiningMVO	DuesFrequency	DuesFrequency	ExteriorMVO	DuesFrequency	ListPrice
OfficeEmail	ExteriorFeaturesMVO	ExteriorFeaturesMVO	IrrigationWaterShares	FeaturesAmenitiesMVO	Equity Share Season (Timeshare Type)	MLS#
OfficeName	ExteriorMVO	GarageTypeMVO	ListPrice	HandicapFeaturesMVO	ExteriorFeaturesMVO	Office Name

OfficePhone	GarageTypeMVO	HeatingCoolingMVO	LotNumber	HeatingCoolingMVO	GarageTypeMVO	OfficeCode
OfficeState	HeatingCoolingMVO	InteriorFeaturesMVO	MLS#	LeaseType	HeatingCoolingMVO	OwnerAgent
OfficeType	HomeFeaturesAmenitiesMVO	ListPrice	Office Name	ListPrice	InteriorFeaturesMVO	PropertyCategory
OfficeWebsiteAddress	HomeStyleMVO	MLS#	OfficeCode	MLS#	Interval Type	PropertyDescriptionMVO
OfficeZip4	InteriorFeaturesMVO	Office Name	OtherStructuresMVO	MonthlyCAMCharges	ListPrice	PublicRemarks
OfficeZip5	IrrigationWaterShares	OfficeCode	OwnerAgent	#OfAssignedParkingSpaces	MLS#	SchoolDistrict
	ListPrice	OtherParkingTypeMVO	Property Features	NumberOfParkingSpaces	Number Weeks included in Sale	State
	MLS#	OtherRoomsMVO	PropertyCategory	Office Name	Office Name	StyleMVO
	Office Name	OwnerAgent	PropertyDescriptionMVO	OfficeCode	OfficeCode	SubdivisionName
	OfficeCode	PropertyCategory	PublicAccess	OwnerAgent	OtherParkingTypeMVO	TotalBathrooms
	OtherParkingTypeMVO	PropertyDescriptionMVO	PublicRemarks	OwnerLandlordPaysMVO	OtherRoomsMVO	TotalBedrooms
	OtherRoomsMVO	PublicRemarks	RanchFeaturesMVO	ParkingType	OwnerAgent	TotalFireplaces
	OtherStructuresMVO	Recreational Access	Recreational Access	PropertyCategory	PropertyCategory	TotalFullBathrooms
	OwnerAgent	SchoolDistrict	SchoolDistrict	PropertyType	PropertyDescriptionMVO	TotalHalfBathrooms
	PropertyCategory	State	State	PublicRemarks	PublicRemarks	TotalNumGarageSpaces
	PropertyDescriptionMVO	StyleMVO	SubdivisionName	Recreational Access	Recreational Access	TotalNumOtherParkingSpaces
	PublicAccess	Subdivision	SubPropertyType	SaleIncludesMVO	SchoolDistrict	TotalNumUnits
	PublicRemarks	TotalBathrooms	Type	State	State	TotalThreeQuarterBathrooms
	RanchFeaturesMVO	TotalBedrooms	UtilitiesMVO	VirtualTourWithContactInfo	StyleMVO	UnitFeaturesMVO

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Recreational Access	TotalFireplaces	ViewsMVO	VirtualTourWithOutContactInfo	Subdivision	ViewsMVO
SchoolDistrict	TotalFullBathrooms	VirtualTourWithContactInfo	ZipCode	TotalBathrooms	VirtualTourWithContactInfo
State	TotalHalfBathrooms	VirtualTourWithOutContactInfo		TotalBedrooms	VirtualTourWithOutContactInfo
StyleMVO	TotalThreeQuarterBathrooms	WaterSewageMVO		TotalFireplaces	ZipCode
SubdivisionName	ViewsMVO	ZipCode		TotalFullBathrooms	
TotalBathrooms	VirtualTourWithContactInfo			TotalHalfBathrooms	
TotalBedrooms	VirtualTourWithOutContactInfo			TotalThreeQuarterBathrooms	
TotalFireplaces	ZipCode			ViewsMVO	
TotalFullBathrooms				VirtualTourWithContactInfo	
TotalHalfBathrooms				VirtualTourWithOutContactInfo	
TotalThreeQuarterBathrooms				ZipCode	
Type					
ViewsMVO					
VirtualTourWithContactInfo					
VirtualTourWithOutContactInfo					

ctInfo
ZipCode

## Broker Agreement

This Broker Agreement (the “Broker Agreement”) is made and accepted by \_\_\_\_\_, a principal real estate broker (the “Broker Subscriber”) for the benefit of the Park City Board of Realtors®, a Utah corporation (“PCBR”). This Broker Agreement is made pursuant to the Rules and Regulations of PCBR (the “Rules and Regulations”). Broker Subscriber hereby requests that PCBR grant a License, as such term is defined in the License Agreement, to the vendor identified on the attached Schedule A to this Broker Agreement (the “Vendor”) pursuant to the license agreement between PCBR and Vendor (the “License Agreement”), a copy of which will be made available to Broker Subscriber upon request to PCBR.

The Display Website, as such term is defined in the License Agreement, of the Broker Subscriber or his/her brokerage firm, so long as the brokerage firm’s website is under the control and direction of Broker Subscriber, shall be the website(s) having the domain name(s) identified on the attached Schedule A to this Agreement (the “Broker Display Websites”). The domain name for a Broker Display Website may be modified or changed, and additional domain names may be added, upon written request of Broker Subscriber and the approval of PCBR. PCBR shall be deemed to have approved such request unless PCBR has given notice to Broker Subscriber of non-approval within thirty (30) days of the date of the request.

Broker Subscriber acknowledges that the License includes a license to access and display on the Broker Display Websites and the Agent Display Websites (defined below) the Licensed Listings, subject to and in accordance with the terms of the License Agreement. Broker Subscriber hereby consents to and waives any and all claims against PCBR, now existing or hereafter arising, relating to the License Agreement, including the License granted to Vendor. The License may continue until the suspension or termination of the License Agreement, or suspension or termination of the License with respect to the Broker Display Websites, in accordance with the terms of the License Agreement.

In consideration for the License granted by PCBR to Vendor with respect to the Broker Display Websites, Broker Subscriber agrees to pay to PCBR an annual non-refundable license fee for the Broker Display Website in the amount established by PCBR from time to time for display websites (the “Display Website License Fee”). The Display Website License Fee for the first year shall be due on the effective date of this Broker Agreement, and for each subsequent year, thirty (30) days prior to each anniversary of the effective date of this Broker Agreement. Interest on all unpaid Display Website License Fees shall accrue at the rate of fifteen percent (15%) per annum until paid. PCBR agrees to pay all costs of collection of all unpaid amounts owing to PCBR under this Broker Agreement, including reasonable attorney’s fees and costs. If Broker Subscriber fails to pay any Display Website License Fee when due, PCBR may, without notice, suspend and/or terminate the License for the Broker Display Website as provided under the License Agreement. No Display Website License Fees, or portion of Display Website License Fees, or other fees payable by Broker Subscriber under this Broker

Agreement will be refunded to Broker Subscriber upon termination or suspension for any reason of the License for the Broker Display Website.

The domain names for the Display Websites of Broker Subscriber's agents, as requested by an agent of Broker Subscriber pursuant to an Agent Agreement, as such term is defined in the License Agreement, shall be identified on the attached Schedule A to this Agreement (the "Agent Display Websites"). Domain names/websites for which the License is requested by an agent under an Agent Agreement shall be included as a Display Website under the License Agreement only upon acceptance and approval of each such domain name/website and the respective Agent Agreement by Broker Subscriber and PCBR.

Broker Subscriber represents and warrants to PCBR that Vendor is a Vendor, as such term is defined in the Rules and Regulations. Broker Subscriber further represents and warrants that Broker Subscriber is (i) a principal real estate broker licensed in accordance with the laws of the state of Utah, (ii) is a subscriber in good standing to PCBR's multiple listing service who has entered into a subscription agreement with PCBR for such services, and (iii) is an IDX Participating Broker, as such term is defined in the Rules and Regulations. Broker Subscriber further represents and warrants to PCBR the following: (a) each of Broker Subscriber's agents for whom Vendor shall be developing a website under the License Agreement, and/or who will have access to the display of Licensed Listings, is a licensed real estate agent of Broker Subscriber, (b) each such agent has entered into a subscription agreement with PCBR for PCBR's multiple listing service, (c) each such agent is not in default under the Rules and Regulations, (d) each such agent has entered into an Agent Agreement, as such term is defined in the License Agreement, for each Agent Display Website, and (e) each such Agent Subscriber is an IDX Agent, as such term is defined in the Rules and Regulations. Broker Subscriber represents and warrants that Broker Subscriber is the principal real estate broker of each brokerage firm for which Vendor shall be developing a website under the License Agreement.

Broker Subscriber represents and warrants to PCBR that Broker Subscriber has read and understands the terms and conditions of the License Agreement. Broker Subscriber agrees and acknowledges that PCBR has no obligation to accept this Broker Agreement. Broker Subscriber further agrees and acknowledges that if this Broker Agreement is accepted by PCBR, the License granted by PCBR under the License Agreement is an accommodation to Broker Subscriber, and Broker Subscriber is unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Vendor of all of Vendor's obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement. Specifically, Broker Subscriber is responsible for the display of all Licensed Listings strictly in compliance with the Rules and Regulations and the License Agreement, and compliance of Broker Subscriber and Broker Subscriber's agents with all other agreements with PCBR, and with the applicable state rules and regulations regarding advertising and the display of listings. Broker Subscriber acknowledges his/her obligation to monitor the use, handling and display of Licensed Listings by Vendor and

Broker Subscriber's agents for such compliance. Broker Subscriber agrees that, without affecting the liability and obligations of Broker Subscriber under this Broker Agreement, and specifically in connection with the License Agreement, PCBR and/or Vendor may amend and modify the License Agreement without notice to or the consent of Broker Subscriber.

This Broker Agreement is effective only if accepted by PCBR; provided, however, PCBR shall be deemed to have accepted this Broker Agreement unless PCBR has given notice to Broker Subscriber of non-acceptance within thirty (30) days of the effective date of this Broker Agreement. Any notice of non-acceptance by PCBR may be delivered by e-mail to Broker Subscriber at the address maintained in the membership records of PCBR.

Dated effective \_\_\_\_\_

**BROKER SUBSCRIBER**

\_\_\_\_\_

\_\_\_\_\_

[type name of broker]

Individually

SCHEDULE A TO BROKER AGREEMENT

**Name of Vendor:**

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**Broker Display Websites:**

Domain Name

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**Agent Display Websites:**

Name of Agent

Domain Name

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## Agent Agreement

This Agent Agreement (the “Agent Agreement”) is made and accepted by \_\_\_\_\_, a real estate agent (the “Agent Subscriber”) who is affiliated with \_\_\_\_\_, a principal real estate broker (the “Broker Subscriber”), for the benefit of the Park City Board of Realtors®, a Utah corporation (“PCBR”). This Agent Agreement is made pursuant to the Rules and Regulations of PCBR (the “Rules and Regulations”). Agent Subscriber hereby requests that PCBR grant a license, as such term is defined in the License Agreement (a “License”), to the vendor identified on the attached Schedule A to this Agent Agreement as the “Vendor” (“Vendor”) pursuant to the license agreement between PCBR and Vendor (the “License Agreement”), a copy of which will be made available to Agent upon request to PCBR. This Agreement applies to the particular Display Website(s), as such term is defined in the License Agreement, of the Agent Subscriber having the domain name(s) identified on the attached Schedule A to this Agent Agreement (the “Agent Display Websites”). This Agent Agreement and each Agent Display Website must be approved by Agent Subscriber’s broker and by PCBR before the Agent Display Website will be included as a Display Website under the License Agreement. The domain name for an Agent Display Website may be modified or changed, and additional websites may be added, upon request of Agent Subscriber and the approval of PCBR. PCBR shall be deemed to have approved such request unless PCBR has given notice to Agent Subscriber of non-approval within thirty (30) days of the date of the request. Additional Display Websites for Agent Subscriber must be requested pursuant to a separate agent agreement.

Agent Subscriber acknowledges that PCBR may grant to Vendor a License to access and display on the Agent Display Website the Licensed Listings, subject to and in accordance with the terms of the License Agreement. Agent Subscriber hereby consents to and waives any and all claims against PCBR, now existing or hereafter arising, relating to the License Agreement, including the License granted to Vendor. The License may continue until the suspension or termination of the License Agreement, or suspension or termination of the License with respect to Agent Display Website, in accordance with the terms of the License Agreement.

Agent Subscriber represents and warrants to PCBR that Agent Subscriber is a subscriber in good standing to PCBR’s multiple listing service who has entered into a subscription agreement with PCBR for such services, and is an IDX Agent, as such term is defined in the Rules and Regulations. Agent Subscriber represents and warrants to PCBR that Agent Subscriber has read and understands the terms and conditions of the License Agreement. Agent Subscriber agrees and acknowledges that PCBR has no obligation to accept this Agent Agreement. Agent Subscriber further agrees and acknowledges that if this Agent Agreement is accepted by PCBR, the license granted by PCBR under the License Agreement is an accommodation to Agent Subscriber, and Agent Subscriber’s broker and Agent Subscriber are unconditionally, irrevocably, and personally jointly and severally liable and responsible for the performance by Vendor of all of Vendor’s obligations under the License Agreement and the compliance with all terms and conditions of the License Agreement. Specifically, Agent Subscriber is responsible for the display of all Licensed Listings strictly in compliance with the Rules and Regulations, and compliance with all other agreements with PCBR, and with the applicable state rules and regulations regarding advertising and the display of listings. Agent Subscriber acknowledges his/her obligation to monitor the use, handling and display of Licensed Listings by Vendor for such compliance. Agent Subscriber agrees that, without affecting the

liability and obligations of Agent Subscriber under this Agent Agreement, and specifically in connection with the License Agreement, PCBR and/or Vendor may amend and modify the License Agreement without notice to or the consent of Agent Subscriber.

This Agent Agreement is effective only if accepted by PCBR; provided, however, PCBR shall be deemed to have accepted this Agent Agreement unless PCBR has given notice to Agent Subscriber of non-acceptance within thirty (30) days of the effective date of this Agent Agreement. Any notice of non-acceptance by PCBR may be delivered by email to Agent Subscriber at the address maintained in the membership records of PCBR.

Dated effective \_\_\_\_\_

AGENT SUBSCRIBER

\_\_\_\_\_

\_\_\_\_\_ [type name of agent]

Individually

SCHEDULE A TO AGENT AGREEMENT

**Name of Vendor:**

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**Display Website of Agent Subscriber:**

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