SANDICOR CONFIDENTIAL DATA ACCESS AGREEMENT – RETS IDX – VENDOR

This Access Agreement specifies the terms and conditions pursuant to which Sandicor, Inc., a California corporation ("Sandicor"), will grant you ("You" or "Vendor") access to IDX Data (as defined below). This Access Agreement shall begin on the date (the "Effective Date") that You indicate Your agreement with the terms and conditions of this Access Agreement by "clicking" the "I Agree" button below.

Whereas, Sandicor operates a regional multiple listing service ("MLS") in connection with the sale of real estate in several jurisdictions in California; and

Whereas, Vendor wishes to obtain, and Sandicor wishes to provide certain IDX Data; and

Whereas, the parties wish to set forth the terms on which Vendor may access the Sandicor RETS IDX Server containing listing data from Sandicor's database and publish such data on the Internet on behalf of Sandicor members.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, You agree as follows:

1. Definitions. As used herein, the following terms have the meanings set forth below:

"Agent" means an agent that is a Subscriber to the Sandicor MLS as defined by the Sandicor Rules and Regulations.

"IDX Data" means, and is restricted to, a subset (selected by Sandicor) of the listing data in Sandicor's database in which various broker Participants have given Sandicor permission to disseminate to other participating broker Participants for the purpose of Internet display on web sites of those broker Participants who have agreed to participate in the IDX program.

"Broker" means a broker that is a Participant of the Sandicor MLS as defined by the Sandicor Rules and Regulations.

"Claims" means any and all damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of, in connection with or relating to, use, copying, translation and/or publication of the IDX Data, including, but not limited to, claims relating to infringement of patent, copyright or other proprietary rights of third parties.

"Data Fields" means those data fields (e.g. all RETS resources, classes [property types], property type statuses, media and data fields) that You wish to download from Sandicor's RETS server, as specified by You below, and that Sandicor has approved for downloading.

"Vendor" means the entity signing this Agreement that is not an employee of a Broker or an Agent and that performs IDX Data downloading, manipulation, and formatting on behalf of one or more Brokers or Agents.

"Rules" means Sandicor's Multiple Listing Service Rules and Regulations, revised as of May 2016 and further revised from time to time, and Sandicor's Business Rules.

2. Non-Exclusive License. Sandicor hereby grants to You, subject to the terms and conditions of this Agreement, a nonexclusive license to access, download and publish on the Internet, in whole or in part, the IDX Data during the Term only on behalf of Brokers or Agents. You agree that You shall obtain IDX Data only from Sandicor's RETS IDX server unless specifically given written permission to obtain data from other Sandicor servers, programs or sources. You hereby acknowledge and agree that Sandicor is not supplying any software, programming assistance or tangible property of any kind in connection with such license and, if needed, You must obtain such items at Your sole cost and expense. You further acknowledge and agree that in the event that Sandicor, in its sole discretion, determines that Your queries or other interactions with the RETS IDX server or any other portion of Sandicor's technology system is harmful to Sandicor or the performance of Sandicor's technology system, Sandicor may immediately temporarily suspend your access to the RETS IDX server, the IDX Data or any other portion of Sandicor's technology system. In the event of such a suspension Sandicor agrees to reasonably cooperate with you until any such problems are resolved to the satisfaction of Sandicor. You further agree to publish IDX Data only for Brokers or Agents for which Sandicor has given You express written permission to do so. You will list the Brokers and Agents for whom You wish to publish IDX Data below. Should You wish to publish IDX Data on behalf of an additional Broker or Agent, You shall notify Sandicor of the same and the identity of the Broker or Agent. You will not publish IDX Data on behalf of a Broker or Agent unless and until Sandicor has given You express written permission to do so. Should You cease to publish IDX Data on behalf of a Broker or Agent, You agree to notify Sandicor of the same in writing within five (5) business days of the date on which You cease such publication.

3. Fees. You shall pay fees in accordance with the Schedule of IDX Fees published on Sandicor's website found at www.sandicor.com. Sandicor may make reasonable adjustments to the IDX Fees at any time by giving You at least 30 days advance notice of any such adjustment.

4. Ownership. Nothing herein shall constitute a transfer of title to the IDX Data. Without limiting the generality of the foregoing, You hereby acknowledge and agree that You shall have no right to retain or use any IDX Data except as provided herein and in conjunction with the Rules. You also acknowledge and agree that Sandicor may enhance, augment, reformat, watermark or otherwise manipulate (collectively "Manipulations") the IDX Data. You agree to reproduce all such Manipulations each and every time You make the IDX Data available to the public.

5. Reasonable Security Measures. You shall take reasonable technical security measures to protect the IDX Data against unauthorized use, copying or distribution including, without limitation, taking reasonable measures to prevent the IDX Data from being mechanically harvested, "scraped" or otherwise copied. Such measures shall be at least equivalent to then-current industry standards. If You are responsible for the Terms of Use of any website that displays IDX Data, you shall cause such Terms of Use to include the following language: "By submitting a query or otherwise reviewing the information on this website concerning real property listings (the "Data") you agree to the following: (i) you will not access the Data through automated or high-volume means; and (ii) you will not "scrape," harvest or otherwise copy the Data except pursuant to your personal non-commercial use of the Data solely to identify real property listings that you may be interested in investigating further."

6. Term and Termination. This Access Agreement shall begin on the Effective Date and shall expire one (1) year from the Effective Date. Shortly before expiration of the Access

Agreement, Sandicor may, in its sole discretion, give You the opportunity to renew the Access Agreement.

Each of the following shall constitute a "Termination Event" hereunder:

(i) A material default in Your performance of any of the covenants or conditions of this Access Agreement if the same shall not have been cured by You within ten (10) days after You receive written notice from Sandicor setting forth with specificity the nature of such default;
(ii) You no longer have any clients with active MLS service through Sandicor;
(iii) You fail to comply with the Rules;
(iv) You fail to respond within two business days to any inquiry from Sandicor directed to the contact information for You then on file with Sandicor;
(v) You exceed the RETS Daily Number Download Limit specified by Sandicor;
(vi) You download data from Data Fields not approved by Sandicor; or
(vii) Upon thirty (30) days' prior written notice of termination given by You or Sandicor for any reason or for no reason.

At any time following the occurrence of a Termination Event described above, Sandicor may terminate the Access Agreement immediately and without further notice or other action and Sandicor may immediately terminate Your access to the IDX Data.

7. Destruction of IDX Data Upon Termination. Within five (5) business days of the termination of this Access Agreement, You shall delete, purge or otherwise destroy all IDX Data in your possession, custody or control and shall verify such destruction by written notice of the same to Sandicor signed by an individual with authority to make such a binding representation on Your behalf.

8. Warranties and Covenants. You hereby warrant, represent and covenant as follows:

(a) You will comply, in all respects, and at no cost to Sandicor, with any and all conditions, requirements or restrictions established by Sandicor with respect to use or publication of the IDX Data.

(b) You hereby acknowledge that You have reviewed a copy of the Rules available at www.sandicor.com. You shall comply, in all respects and at no cost to Sandicor, with the Rules, including, but not limited to, rules or regulations concerning confidential information, other forms of advertising, Broker to Broker communication and the display of IDX Data on the Internet and in printed media.

(c) You shall not download any IDX Data unless and until You receive written permission from Sandicor.

(d) You will download IDX Data only from Data Fields.

(e) You will not display IDX Data on behalf of any Broker, Agent or other party unless and until Sandicor has given you express written permission to do so.

(f) You are the only entity that downloads, controls or otherwise "touches" the IDX Data on behalf of the Brokers and/or Agents with which you have a relationship and You agree to notify Sandicor immediately if you learn of any facts which render the foregoing statement untrue. Furthermore, You will display a small but legible "by line" indicating Your identity (corporate or business name) in a manner sufficient to allow Sandicor to immediately identify You whenever and wherever You cause IDX Data to be displayed (e.g. "IDX Data display by XYZ, Inc.").

(g) You will use the IDX Data only for display on one or more websites controlled by a Broker and/or an Agent with which you have a relationship.

(h) Except for displaying the IDX Data on one or more websites controlled by a Broker or an Agent with whom You have a relationship, You shall not make the IDX Data available to any third party such as a real estate data aggregator or otherwise repurpose the IDX Data.

(i) You will allow the IDX Data to be displayed only on websites whose owners actively endeavor to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS.

(j) On a quarterly basis, You shall delete, destroy or otherwise purge all copies of any IDX Data more than two (2) years old in Your possession, custody or control.

9. YOU ACKNOWLEDGE AND EXPRESSLY AGREE THAT SANDICOR'S ACTUAL DAMAGES IN THE EVENT OF A VIOLATION OF SECTION 8(c)-(j) WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE APPROPRIATE AMOUNT OF DAMAGES IS $2,500. NOTWITHSTANDING THE FOREGOING, YOU EXPRESSLY AGREE THAT THE DAMAGES TO BE PAID BY YOU FOR A VIOLATION OF SECTION 8(c)-(j) SHALL BE AS FOLLOWS: $250 FOR THE FIRST VIOLATION, $1,000 FOR A SECOND VIOLATION WITHIN FIVE YEARS OF THE FIRST VIOLATION AND $2,500 FOR A THIRD VIOLATION WITHIN FIVE YEARS OF THE SECOND VIOLATION. YOU FURTHER AGREE THAT ANY VIOLATION SHALL BE A "TERMINATION EVENT" PURSUANT TO PARAGRAPH 6.

10. Audit Rights. Upon written notice given at least five (5) business days in advance, You agree to allow Sandicor or its designee to audit Your systems and facilities to investigate whether or not You are in compliance with the terms of this Access Agreement. Sandicor shall reasonably cooperate with You by honoring Your reasonable requests with respect to audit procedures to minimize any disruption to Your regular course of business. Notwithstanding the foregoing, You agree to allow Sandicor to begin any such audit on the fifth (5th) business day following Sandicor's delivery of written notice of the audit. Should the audit reveal one or more material breaches of this Access Agreement, You shall promptly reimburse Sandicor the reasonable cost (including reasonable charges for the time the auditor(s) spend conducting the audit as well as any travel and accommodation costs) of the audit. Should the audit fail to reveal any material breaches, You shall not be responsible for such costs.

11. Assignment. You may not assign this Access Agreement without the prior written consent of Sandicor, which may be withheld in its sole and absolute discretion.

12. Notice. All notices and other communications hereunder shall be in writing and shall be (a) personally delivered, (b) transmitted by certified mail, return receipt requested, (c) sent by Federal Express or similar expedited delivery service or (d) transmitted by telecopy with confirmation of transmission. All such notices or other communications shall be deemed to have been given on the date they are received or refused as the case may be.

13. Confidentiality.

(a) *General Confidentiality*. Unless You prove conclusively to the contrary by a preponderance of the evidence that certain material is not encompassed by this Access Agreement, all material accessed by, or disclosed by Sandicor to, You shall be presumed to be (i) confidential, (ii) trade secrets of Sandicor (iii) and proprietary information of Sandicor (collectively, without distinction, "Proprietary Information").

(b) *Duty of Confidentiality*. Except as expressly allowed pursuant to this Access Agreement, You agree to maintain and preserve the confidentiality of the Proprietary Information and not to disclose such information to third parties without the prior written consent of Sandicor; provided, however, that You shall have no such obligation with respect to use or disclosure to others not parties to this Access Agreement of such Proprietary Information as You can establish that You received at any time from a source (other than Sandicor) lawfully having the right to disclose such information. Notwithstanding the above, nothing herein shall prevent You from disclosing all or part of the Proprietary Information that You are legally compelled to disclose (by oral deposition, interrogatories, request for information or documents, subpoena, civil investigative demand, or any other process), provided, however, that before any such disclosure, You shall notify Sandicor in writing of any such order or request to disclose and cooperate with Sandicor (at Sandicor's cost) with respect to any procedure Sandicor wishes to pursue to protecting against or limit such disclosure.

14. Release and Indemnification. You hereby release and discharge Sandicor from any and all Claims. You agree to defend and indemnify Sandicor from and against all Claims, provided Sandicor notifies You promptly in writing of a Claim. Sandicor shall have full control over the defense and settlement of any such Claim.

15. Survival. Notwithstanding any other provision herein, the obligations of the parties, and each of them, contained in Sections 1, 4, 7, 10 and 12-16 shall survive any termination of this Access Agreement. Furthermore, any obligations or duties, including without limitation any money owed by either Party, shall survive termination of this Access Agreement.

16. Miscellaneous.

(a) *Controlling Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within such jurisdiction. You hereby irrevocably consent and submit to the exclusive jurisdiction of the State and Federal courts located in San Diego County, California, and agree that any action concerning a dispute arising out of or relating to this Agreement shall be brought in any State or Federal court located in said county. You expressly and irrevocably waive any objections You may have based on improper venue or lack of jurisdiction.

(b) *Binding Upon Successors and Assigns*. Subject to Paragraph 11 of this Access Agreement, each and all of the covenants, terms, provisions and agreements contained in this Access Agreement shall be binding upon, and inure to the benefit of, Your permitted successors, executors, heirs, representatives, administrators and assigns.

(c) *Severability*. If any provision of this Access Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Access Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

(d) *Entire Agreement*. This Access Agreement and the documents referred to in this Access Agreement, along with their exhibits, constitute the entire understanding and agreement between You and Sandicor with respect to their subject matter and supersede all prior and contemporaneous agreements or understandings.

(e) *Amendment and Changes*. No amendment, modification, supplement or other purported alteration of this Access Agreement shall be binding unless it is in writing and signed on behalf of You and Sandicor.

(f) *Binding Agreement*. By "clicking" the "I Agree" button below, You are indicating Your agreement to and Your intent to be bound by the terms and conditions of this Access Agreement.

(g) *No Waiver*. The failure of Sandicor to enforce any of the provisions of this Access Agreement shall not be construed to be a waiver of the right of Sandicor thereafter to enforce such provisions.

(h) *Attorneys' Fees*. In the event a lawsuit or other legal proceeding is commenced arising out of or relating to this Access Agreement, the prevailing party shall be entitled to be awarded, as an element of the costs of such lawsuit or proceeding and not as damages, reasonable attorneys' fees to be fixed by the court or arbitrator (including, without limitation, costs, expenses and fees).

(i) *No Joint Venture*. Nothing contained in this Access Agreement shall be deemed or construed as creating a joint venture or partnership between You and Sandicor. Except as expressly set forth, no party by virtue of this Access Agreement is authorized as an agent, employee or legal representative of Sandicor, and the relationship between You and Sandicor is, and at all times will continue to be, that of independent contractors.

(j) *Further Assurances*. You agree to cooperate fully with Sandicor and to execute such further instruments, documents and agreements, and to give such further written assurances as Sandicor may reasonably request to better evidence and reflect the transactions described in and contemplated by this Access Agreement, and to carry into effect the intents and purposes of this Access Agreement.

If You Use an IDX Vendor, Please Provide the Following:

Vendor Name (Company or Individual):_____

E-mail address (mandatory):_____

Street Address:_____

_____

Business Entity Type (Corp, Partnership, Sole Prop., Etc.):_____

Phone: _____Fax:_____

Corporate Website:_____

Name of Individual Who is Primary Contact for Vendor:_____

Title:_____

By "clicking" here, You agree that You have read and agree to be bound to the terms and conditions of this Access Agreement: **<I AGREE>**

DATA ACCESS SETUP

Please Provide the Following Information (if You use an IDX Vendor You may need to consult with the Vendor):

RETS Software Agent: _____

IP Address That Will Access RETS: _____

RETS Setup Fee: _____

Quarterly Data Access Level and Fee: _____

Web Portal URL (ex. – framing URL from where data will be displayed): _____

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