

# BeachesMLS, Inc.

## Vendor Data Access Agreement

This AGREEMENT is made and entered into by and between the Beaches MLS, Inc. ("MLS"), with offices at One Harvard Circle, Suite 102, West Palm Beach, FL 33409; and \_\_\_\_\_ ("Licensee"), a \_\_\_\_\_ individual/partnership/corporation/limited liability company with offices at \_\_\_\_\_.

### DEFINITIONS

1. For purposes of this Agreement, the following terms shall have the meanings set forth below.

**Confidential Information:** "Confidential Information" means information and material proprietary to the disclosing party, or designated "confidential" by the disclosing party, and not generally known to the public that the receiving party may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form): (a) all MLS Data, except to the extent to which this Agreement permits its disclosure; (b) IP addresses, access codes and passwords; (c) any information the disclosing party obtains from any third party that the disclosing party treats as proprietary or designates as Confidential Information, whether or not owned or developed by the disclosing party; and (d) any information designated as confidential or private from time to time by any applicable state, federal, local or other law, regulation or directive. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; is independently developed by the receiving party; is received from a third party who has lawfully obtained and disclosed it without breaching any confidentiality agreement; or is already known by the receiving party at the time of its disclosure.

**Data Interface:** The transport protocols and data storage formats described in Exhibit A, if any. If no such description appears in Exhibit A, then the Data Interface consists of those protocols and formats typically provided by MLS for use by other licensees of the MLS Data, which MLS may modify in its sole discretion from time to time.

**Licensed Data:** That subset of the MLS Data Licensed for use under this Agreement, which is more fully described in Exhibit A. If no such description appears in Exhibit A, then the Licensed Data consists of those records and fields typically provided by MLS for use by other licensees of the MLS Data, which MLS may modify in its sole discretion from time to time.

**Licensed Marks:** Those trademarks, service marks, word marks, logos and distinctive marks of all other kinds, if any, set out in Exhibit A as Licensed Marks. If no Licensed Marks appear in Exhibit A, then there are no Licensed Marks.

**Licensed Materials:** The Licensed Data and Licensed Marks.

**MLS Data:** Data relating to real estate for sale, previously sold, or listed for sale and data relating to Subscribers (including text, photographs, and all other data formats now known or hereafter invented) entered into the MLS's databases by Subscribers and MLS.

**Subscriber:** Any real estate broker, appraiser, or real-estate-related business professional that purchases multiple listing services from MLS.

### LICENSE

2. MLS grants to Licensee a terminable, non-transferable, non-exclusive, revocable, world-wide license to copy, distribute, and display the Licensed Materials, only to the extent necessary to achieve the purposes set out in Exhibit B, only during the term of this Agreement, and only to the extent permitted by and subject at all times to the terms and restrictions of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. MLS retains all rights not expressly granted herein.

3. MLS represents that MLS has no actual knowledge that should reasonably cause MLS to conclude that the Licensed Materials, any particular component of the Licensed Materials, or that the compilation of the Licensed Materials, infringes the rights of any third party.

### DATA ACCESS

4. During the term of this Agreement, MLS shall provide to Licensee (a) access to the Licensed Data via the Data Interface; and (b) seven days' advance notice of changes to the Data Interface. MLS may use a third party contractor, determined in MLS's sole discretion, to facilitate the data access and any other responsibilities or rights of MLS under this Agreement.

### LICENSEE'S ACKNOWLEDGEMENTS

5. Licensee acknowledges that MLS provides the Licensed Data on an as-is, as-available basis. MLS shall not be liable to Licensee for any claim arising from inaccuracies in the Licensed Data or any failure, whether on the part of Licensee or of MLS, to update the data promptly.

6. Licensee is responsible for any liability or loss of goodwill associated with problems in data integrity, accuracy, or timeliness arising from Licensee's use of the Licensed Data.

7. The listings of some Subscribers may not be included in the Licensed Data if the listing Subscriber's permission is required under MLS's policies before its listings may be distributed to Licensee.

### LICENSEE'S OBLIGATIONS

8. Licensee shall display the MLS copyright notice on each display screen, web page (whether Internet- or Intranet-based), and printout displaying any part of the Licensed Data. The MLS copyright notice may take either of the following two forms: (a) "Copyright 20XX BeachesMLS, Inc." or (b) "© 20XX BeachesMLS, Inc.". Licensee shall replace "20XX" with the current year as of January 1 of each year.

9. Licensee represents that it currently, and through the term of this Agreement, shall use industry best practices for firewalls and other network protocols to increase the security of its systems and shall employ reasonable physical, technical, and administrative security measures to protect the Confidential Information and prevent unauthorized third-parties from accessing and using the Confidential Information. Licensee will comply fully with all applicable laws, and regulations relating to personally identifiable information ("PII") and data privacy with regards to the Confidential Information. Licensee agrees that it will monitor and test its security protocols from time to time and adjust the same as necessary. In the event a security breach of Licensee's systems or use of the Confidential Information by unauthorized third parties, Licensee shall immediately notify MLS of such breach by confirmed email or confirmed telephone call. In the event of such security breach, Licensee will (i)

cooperate with MLS at Licensee's expense to prevent or stop such a security breach; (ii) comply with all applicable laws and take appropriate steps to remedy such a security breach; (iii) indemnify, hold harmless and defend MLS against any and all loss, damage, claims, liabilities, or expenses, including reasonable attorneys' fees, arising out of or relating to a third party claim or suit from breach by Licensee of its obligations described in this paragraph. From time to time, MLS may, in its sole discretion, specify particular reasonable security measures Licensee must take. If a third party gains unauthorized access to Licensed Materials by scraping or other unauthorized data harvesting, Licensee agrees to take reasonable measures, including legal measures, to prevent the third party's use of Licensed Materials.

10. Licensee shall not make the Licensed Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. On a quarterly basis, Licensee shall provide to MLS a report of active Subscribers to whom Licensee is providing services to under this Agreement; such report shall include a count of active accounts and list of unique users.

11. Licensee shall pay the initial and periodic fees and provide the other consideration set forth in Exhibit D, if any, according to the terms set forth therein. Licensee shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

12. Licensee acknowledges that, as among the parties to this Agreement, MLS and its licensees are the sole owners of and possesses all right, title, and interest in all copyrights in the Licensed Data.

13. Licensee warrants that any use of the MLS Data by Licensee will not constitute infringement of the patent or other intellectual property rights of any third party.

14. Licensee shall conform to the supplemental use restrictions set forth in Exhibit C, if any.

## AUDITS OF COMPLIANCE

15. MLS may in its reasonable discretion conduct periodic compliance reviews of Licensee's use of the MLS Data under this Agreement. Licensee will respond within 72 hours of any compliance inquiry from MLS. MLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Licensee to the extent reasonably necessary to ascertain Licensee's compliance with this Agreement (an "Audit"). MLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Licensee's web sites and systems to ensure that Licensed Data is displayed in accordance with the MLS Policies; using all features available to end-users of Licensee's systems that employ the Licensed Data; and posing as consumers to register and test services Licensee makes available to consumers using the Licensed Data. MLS shall pay the costs it incurs, and the out-of-pocket costs Licensee incurs, as part of any Audit; Licensee shall be liable, however, for all costs of any Audit that discloses that Licensee has breached this Agreement.

## CONFIDENTIAL INFORMATION

16. Each party shall protect the Confidential Information with the same degree of care it takes to protect its own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if law, court order, or regulation requires such disclosure; provided, however, that party makes commercially reasonable efforts to notify the other party in writing in advance of such disclosure.

17. Within five days after the termination of this Agreement, each party shall return to the other party all Confidential Information and all other materials provided by the other party hereunder. Licensee shall also

erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of either party, an officer of the other party shall certify in writing that all materials have been returned and all magnetic or computer data have been destroyed.

## TERM AND TERMINATION

18. The term of this Agreement begins on the date that MLS signs it and it continues for a one-year term. This agreement shall renew for additional one-year terms until terminated as permitted by this Agreement. This Agreement shall terminate upon the occurrence of any of the following events: (a) at the end of any term with at least 30 days prior notice by either party to the other of its intent to terminate; (b) 10 days after either party's notice to the other that the other has breached this Agreement, provided the breach remains uncured; (c) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm. In the event of any suspension or termination of this Agreement, Licensee shall make no further use of the Licensed Data or any derivative works based on it until and unless Licensee's rights under this Agreement are restored.

19. In the event Licensee breaches this Agreement and entitles MLS to terminate under Paragraph 18, MLS may in its sole discretion suspend its performance instead of terminating this Agreement. MLS may make this election by notice to Licensee within three days after the initiation of the suspension. Licensee's obligations hereunder continue during any period of suspension.

## GENERAL PROVISIONS

20. **Applicable law.** The laws of the State of Florida shall govern this Agreement and its interpretation. Any action to enforce or interpret this Agreement shall have venue in Palm Beach County, Florida, and the parties hereby submit to personal jurisdiction in that venue. Non-binding mediation in good faith is a condition precedent to asserting any claim, whether in arbitration or the courts, under this Agreement, except that this condition shall not prevent MLS from exercising any of its rights under Section 23.

21. **Survival of Obligations.** Paragraphs 1, 10, 12, 13, 176, and 17, and Paragraphs 210 through 32, and all Exhibits to which they refer, shall survive termination or expiration of this Agreement.

22. **MLS's Remedies.** (a) Injunctive relief. Because of the unique nature of the MLS Data and Confidential Information, Licensee acknowledges that MLS would suffer irreparable harm in the event that Licensee breaches its obligations under this Agreement, and that monetary damages would be inadequate to compensate MLS for a breach. MLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any threatened, continuing, or further breach by Licensee without showing or proving any actual damages sustained by MLS, and without posting any bond or other security. (b) Liquidated damages: Licensee acknowledges that damages suffered by MLS from access to the Licensed Data or Confidential Information by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the Licensed Data or Confidential Information to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to MLS to enter into this Agreement, Licensee agrees that in the event Licensee discloses any password to access the Licensed Data or Confidential Information or discloses the Licensed Data or the Confidential Information to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Licensee shall be liable to MLS for liquidated damages in the amount of \$30,000 for each such disclosure and termination of this Agreement.

23. **Limitation of liability/exclusion of warranties.** IN NO EVENT SHALL MLS BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER ARISING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; LICENSEE'S SOLE REMEDIES AGAINST MLS HEREUNDER SHALL BE TERMINATION OF THIS AGREEMENT AND DIRECT DAMAGES NOT IN EXCESS OF THE AMOUNTS LICENSEE HAS PAID TO MLS HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR BREACH. MLS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS PARAGRAPH SETS OUT LICENSEE'S EXCLUSIVE REMEDIES, AND UNDER NO CIRCUMSTANCES SHALL LICENSEE BE ENTITLED TO EQUITABLE REMEDIES, EXCEPT IN THE EVENT MLS BREACHES OR THREATENS TO BREACH PARAGRAPH 16. MLS makes no warranty, including those of title, availability, or non-infringement, regarding marks licensed under this Agreement, if any.

24. **Attorney's fees.** If any party prevails in any action to enforce or interpret this Agreement or any provision hereof, it shall be entitled to its reasonable attorney's fees and costs for such legal action.

25. **Indemnification.** Subject to Paragraph 23, in the event any party breaches any provision of this Agreement, that party (the "Indemnifying Party") shall indemnify and defend the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the "Indemnified Parties"), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the Indemnifying Party's breach. Licensee shall indemnify MLS, MLS's Subscribers, and customers of MLS and MLS's Subscribers, to whom Licensee provides a product or service using MLS Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third-party claim of intellectual property infringement, except for such claims that are based solely on the Licensed Data. The Indemnified Parties shall (a) promptly notify the Indemnifying Party in writing of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any such claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

26. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the

term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

27. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

28. **No Assignment.** Licensee may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement (each a "Transfer") to any other party without the prior written consent of MLS. Any purported Transfer in contravention of this paragraph is null and void.

29. **Entire Agreement; Amendment.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same subject matter. In the event of any dispute regarding the interpretation of the terms of this Agreement, it shall not be construed for or against any party on the grounds that the Agreement was prepared by any one of the parties. MLS may amend this agreement by providing 30 days' advance notice of the amendment to Licensee; if Licensee continues to use the Data Interface or the MLS Data after the expiration of the 30-day notice period, Licensee will be deemed to have agreed to the terms as amended.

30. **Relationship of the Parties.** The relationship of MLS to the Licensee is that of independent contractor. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of MLS or have any authority to make any agreements or representations on the behalf of MLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

31. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event a court having jurisdiction over the parties holds any provision of this Agreement invalid or unenforceable, the parties shall negotiate in good faith to replace the invalid or unenforceable provision, if possible, with a valid provision that most closely approximates the intent and economic effect of the invalid provision. If any provision of the limitation of liability, exclusion of warranty, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate unless the parties agree to the contrary.

32. **Precedence.** In the event of any conflict between the terms of the main body of this Agreement and any Exhibit to this Agreement, the terms of the body of the Agreement shall prevail.

In consideration of the mutual covenants set forth in this Agreement, the parties affirm and adopt this Agreement by setting their signatures below.

**RETS feed request:**  Flexmls  Matrix  Both Systems

**Services provided:**  Firm BBO Use  IDX  VOW

**MLS**

BeachesMLS, Inc.

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

Date: \_\_\_\_\_

(effective date of this Agreement)

**Contact for notices and operations matters**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing: \_\_\_\_\_

\_\_\_\_\_

**LICENSEE**

\_\_\_\_\_

Licensee name

\_\_\_\_\_

Signature of owner or officer

\_\_\_\_\_

Name of owner or officer

Date: \_\_\_\_\_

**Contact for notices and operations matters**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing: \_\_\_\_\_

\_\_\_\_\_

# BeachesMLS, Inc.

## MLS Vendor Data Access Agreement

### Exhibit A: Definitions and Specification of Licensed Materials and Data Interface

## Definitions

These definitions apply to Exhibits A – D.

- a. **Audio Device:** Any audio delivery of IDX data authorized by MLS Policies that are not web sites or Mobile Applications. “Audio Device” does not include mass media delivery of MLS Data.
- b. **Broker Authorization Form:** The form provided by MLS to Licensee through which Participants may request approval from MLS to receive Licensee’s services.
- c. **Firm:** Real estate brokerage firm participating in MLS.
- d. **Firm-Related Persons:** Licensees and employees of Firm who are not Salespersons or broker/managers.
- e. **Firm BBO Use:** Firm’s use and display of portions of MLS Data under the “broker back office” provisions of MLS Policies that (a) exposes MLS Data and derivatives of it only to Firm, Firm-Related Persons, and Firm’s bona fide clients as established under state law; or (b) exposes MLS Data and derivatives of it in marketplace statistical analyses and reports to the extent permitted by MLS Policies. “Derivatives” of MLS Data include any subset of data or aggregation of values derived from the MLS Data. The MLS Policies determine whether Firm BBO Use includes and permits Firm and Subscriber advertising or making representations about specific properties that are listed with other participants or that were sold by other participants.
- f. **IDX:** Use and display of portions of the MLS Data under the MLS’s IDX provisions of the MLS Policies.
- g. **MLS Policies:** The then-current MLS’s Rules and Regulations and any operating policies promulgated by MLS, as amended from time to time in MLS’s sole discretion.
- h. **Mobile Applications:** Any displays of IDX data authorized by MLS Policies that are not web sites. “Mobile Applications” does not include mass media display of MLS Data.
- i. **Participant:** This term has the meaning given to it in the MLS Policies. For purposes of this Agreement, “Participant” does not apply to participants of MLSs other than MLS. “Participant” also includes Salespersons affiliated with those Participants for whom the Participants are responsible under the laws of the State of Florida.
- j. **Salesperson:** Any person holding a real estate license in Florida who is not a Participant but who is subject to a Participant’s supervision under the laws of Florida.
- k. **Second Level Domain:** “Second Level Domain” has the meaning given to it in this paragraph. “URL” means a web address, including the “http://” and any material appearing after a slash in the address. “Domain Name” means a URL, less the “http://” and any material appearing to the right of the next slash (‘/’) in the address. (So for example, in the URL “Http://janesmith.abcrealty.com/homepage.html”, the Domain Name is “JANESMITH.ABCREALTY.COM”). “Top Level Domain” means the portion of the Domain Name to the right of the right-most period. (In the example, “COM”). “Second Level Domain” means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top Level Domain. (In the example, “ABCREALTY.COM”). “Third Level Domain” means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any, plus the Second Level Domain. (In the example, “JANESMITH.ABCREALTY.COM”).
- l. **VOW:** Use and display of portions of the MLS Data under the Virtual Office Website (VOW) provisions of the MLS Policies.

## Licensed Data

Licensee shall have access to a data feed for IDX, VOW, or Firm BBO Use or any combination of those feeds as necessary for Licensee to provide services to MLS approved Participants, as specified on the signature page.

## **Licensed Marks**

Provided separately.

## **Data Interface**

MLS agrees to provide to Licensee access to the Licensed Data via RETS feed.

MLS does not undertake to provide technical support for the Data Interface or the MLS Data. The Data Interface, together with access to the MLS Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption or unavailability of access to the Data Interface or MLS Data shall not constitute a default under this Agreement.

# BeachesMLS, Inc. MLS Vendor Data Access Agreement

## Exhibit B: Licensee's Purpose and Use of Licensed Materials

Licensee shall only use the Licensed Data obtained under this Agreement to provide Firm BBO Use, IDX, and/or VOW use services to MLS authorized Participants and for the products listed below. Any other use is strictly prohibited.

Licensee shall only provide services to those Participants explicitly authorized by MLS. Participants must submit a completed Broker Authorization Form for MLS consideration of authorization to receive services from Licensee under this Agreement. If Participant is authorized to receive services, MLS will notify Licensee.

Participants may display the Licensed Data on via the Internet to the public only to the extent permitted by the MLS Policies. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

Licensee's Products utilizing Licensed Data:

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## BeachesMLS, Inc.

### MLS Vendor Data Access Agreement

#### Exhibit C: Supplemental Restrictions on Licensee's Use of Licensed Materials

Licensee shall not provide services to any Participant that is not authorized by MLS to receive such services.

Licensee shall immediately correct any breach of this Agreement or violation of the MLS Policies within its control, whether committed by Participant or Licensee, upon notice from MLS.

Licensee shall not challenge or take any action inconsistent with MLS's and Participants' ownership of or rights in the MLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

Licensee acknowledges that MLS may update the MLS Policies at any time in its sole discretion, and will provide Licensee with seven (7) days' advanced notice of such changes when they pertain to the data uses permitted under this Agreement.

Licensee shall not make the Licensed Data or the Confidential Information available to any third party, including without limitation affiliates, franchisors, and subsidiaries, except on behalf of Participants and in a manner consistent with Participants' obligations under Exhibit B; nor shall it make any other use of the MLS Data, whether commercial or personal. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

In accordance with Paragraph 10, Licensee shall provide MLS on the first of each month, or at MLS's request, a written report including MLS Participants receiving Licensed Data under this Agreement, and those Participants' Second and Third Level Domain names of resident sites, Mobile Application, or Audio Device names where the Licensed Data obtained under this Agreement is displayed or delivered. The written report shall take the form of an Excel spreadsheet, to include agent names, agent ID numbers, office names, office ID numbers, city, phone number, and domain names for each Participant.

### Use of Licensed Marks

Licensee must display the Licensed Marks set out in Exhibit A, if any, in conjunction with the Licensed Data in any product or service Licensee delivers that incorporates the Licensed Data. Each such display shall conform to these requirements:

Licensee may use the Licensed Marks only during the term of this Agreement.

Licensee may use the Licensed Marks only on products and services incorporating the Licensed Data or a portion of it; on promotional materials directly related to such products; and not on any other material, including without limitation business cards, letterheads, office or yard signs, and other advertising.

If at any time this Agreement terminates or is suspended by MLS according to its terms, Licensee will immediately and thenceforth eliminate the Licensed Marks from, and refrain from using the Licensed Marks in, any print or electronic publication or material, including web sites and brochures.

It is vitally important to the preservation of the Licensed Marks that Subscribers and the public consistently recognize the Licensed Marks as identifiers of MLS as a source of Licensed Data. To assure that the Licensed Marks are not used inadvertently and improperly, Licensee may use the Licensed Marks only in a context in which they will be understood by the public to denote MLS as the source of the Licensed Data.

The Licensee must use the Licensed Marks in the exact style and form shown in Exhibit A. Licensee shall not alter any of the Licensed Marks in any way during reproduction, except that Licensee may alter the size of a Licensed Mark, provided the aspect ratio remains the same and each element of the Licensed Mark remains legible.

Without limiting the generality of the previous paragraph, Licensee shall **never** make any of the following uses of the Licensed Marks:

- Redraw, round the corners, reshape, trace, tilt, intersect, photographically alter or otherwise distort the Licensed Marks.
- Use any of the Licensed Marks as part of a company or individual name, or as any part of a domain name, URL, or web address.



- Superimpose any of the Licensed Marks over any graphic pattern or design.
- Combine any of the Licensed Marks with any other symbol or device.
- Outline or frame any of the Licensed Marks.

Licensee may not use any of the Marks or any portion of them as part of any domain name or web site name of Licensee. Licensee may not use any of the Mark as a hypertext link, as such a use can suggest an endorsement or recommendation of the linked site by MLS. The only exception is to establish a link to MLS's web site.

## **BeachesMLS, Inc. MLS Vendor Data Access Agreement**

### Exhibit D: Fees and Consideration

Licensee shall pay the fees, if any, that MLS customarily charges other MLS Participants for data access. Licensee acknowledges receipt of MLS's current schedule of such fees, if any.

MLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Licensee. Licensee shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.