SOUTH CENTRAL WISCONSIN MLS (SCWMLS)
DATA ACCESS AND USE LICENSE

This Data Access and Use License (the "Agreement") is entered into by and between South Central Wisconsin MLS, a Wisconsin Corporation ("MLS"), the Broker whose name and contact information appear on the Signature Page of this Agreement ("Participant"), the non-principal broker or affiliated sale licensee, if named, whose name and contact information appear on the Signature Page of this Agreement ("Licensee") and the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement ("Consultant"), collectively known as the "Parties".

RECITALS

Participant and/or Licensee wish to obtain MLS Content from MLS for use as specified in Exhibit A and as provided for in the Rules.

Participant and/or Licensee wish to engage Consultant to provide services on behalf of Participant and/or Licensee, subject to the supervision and oversight of Participant.

Participant, Licensee and Consultant agree to accountability and compliance with the Rules, as may be amended from time to time.

Consultant seeks to obtain access to MLS Content for the purposes set forth in this Agreement.

MLS agrees to provide Participant and/or Licensee with access to MLS Content subject to the Rules and in a manner solely defined by MLS.

Now, therefore, in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, MLS, Participant, Licensee and Consultant hereby agree as follows.

DEFINITIONS

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

"Rules" means the rules, policies and procedures established by MLS, as may be amended or otherwise modified from time to time, including but not limited to those for the use of MLS Content and for the specific program(s) and use(s) identified on Exhibit A.

"MLS Content" means the listing data provided by Participants to MLS and aggregated and distributed by MLS to Participants, pursuant to the Rules.

"Participant" means any REALTOR® who is a principal, partner, corporate officer or branch office manager acting on behalf of a principal who is a member of and/or participates in the Multiple Listing Service by agreeing to conform to the Rules and regulations thereof.

"Consultant" means an entity or person or vendor designated to operate a web site or provide services on behalf of the Participant and/or Licensee, subject to the Participant's supervision, accountability and compliance with the Rules.

"Licensee" means any REALTOR® employed by or affiliated with a Participant, who is authorized by the Participant and the Rules to participate in the specific program(s) and/or use(s) indentified on Exhibit A.

"MLS Server" means the computer server or servers, including both hardware and software, maintained by MLS which contains the MLS Content and provides or provides the means for access to the MLS Content.

LICENSE

Subject to the terms and conditions of this Agreement, MLS hereby grants a License (the "License") to receive electronically from MLS the MLS Content for use solely and exclusively in connection with the display of MLS Content as specified on Exhibit A.

Except as expressly set forth in this Agreement, Participant, Licensee and Consultant shall not, and shall not facilitate, cause, or allow anyone else to, do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the MLS Content, or otherwise create any derivative works of the MLS Content, (b) download, distribute, export, deliver, or transmit any of the MLS Content, including to any computer or other electronic device, except as permitted under this Agreement, or (c) sell, grant access to, or sublicense the MLS Content, or any portion of the MLS Content, to any third party. Participant, Licensee and Consultant agree to take all reasonable steps necessary to protect the MLS Content from unauthorized access, distribution, copying or use.

Consultant agrees that MLS Content may not be reused in any manner for the purpose of providing services to any other Participant or Licensee not party to this Agreement.

In consideration for the License granted under this Agreement, the Participant agrees to pay to MLS the license fees and other fees described on Exhibit B to this Agreement (the "Fees").

Participant, Licensee and Consultant shall be responsible for their own expenses and costs under this Agreement, and MLS shall have no obligation to reimburse any expenses or costs incurred in the exercise of rights or the performance or other duties under this Agreement.

THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE MLS CONTENT, IS PROVIDED "AS IS," AND, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, MLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Participant, Licensee and Consultant confirm that they have received and understand the Rules and agree to be bound by them. The Rules may include terms and limitations in addition to those set forth in this Agreement. MLS may modify the Rules at any time, in its sole discretion. Participant, Licensee and Consultant shall comply with such modification(s) not later than the specified effective date or ten (10) business days after receipt, whichever is later.

Access to the MLS Content shall be exclusively by the means, including the format and method of delivery, designated by MLS. MLS may, in its sole discretion and upon thirty (30) days prior written notice, change the means and nature of accessing the MLS Content.

Consultant hereby acknowledges and agrees that (a) Consultant has no independent participation rights in the MLS by virtue of this license; (b) Consultant shall not use MLS Content except in connection with providing Participant and/or Licensee with the services defined in Exhibit A to this Agreement; and (c) access to MLS Content is derivative of the rights of Participant and Licensee.

MLS shall not be obligated to make any changes to the MLS Server, including any software running on the MLS Server, the configuration, applicable protocols, or any other aspect of the MLS Server for any reason. Participant, Licensee and Consultant acknowledge that the MLS Server, together with access to the MLS Content, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the MLS Server, or otherwise. Participant, Licensee and Consultant agree that any modification of the MLS Server, any interruption or unavailability of access to the MLS Server, or access to or use of the MLS Content shall not constitute a default under this Agreement. MLS shall have no liability of any nature to Participant, Licensee or Consultant for, and Participant, Licensee and Consultant waive all claims arising out of, any such modifications, interruptions, unavailability, or failure of access.

Participant, Licensee and Consultant acknowledge and agree that the MLS Content is proprietary; are original works of authorship of MLS; consists of information for which MLS has sufficient rights to grant this License; and

is protected under United States copyright law. Consultant further acknowledges and agrees that all right, title, and interest in and to the MLS Content and any modifications, enhancements, or derivative works of the MLS Content, are and shall remain with MLS. This Agreement does not convey or grant any interest in or to the MLS Content, but only a limited right to access and display the MLS Content, revocable in accordance with the terms of this Agreement. Consultant agrees that it will not challenge or take any action inconsistent with MLS's ownership of or rights to the MLS Content as described herein.

Consultant agrees that it will include and not alter or remove any trademark, copyright, other notices, or any disclaimers located or used on or in connection with the MLS Content. Consultant agrees to provide notice to any person with access to the display of the MLS Content that the source of the MLS Content is MLS.

TERM

The term of this Agreement shall commence on the Effective Date set forth on the Signature Page. MLS may, by delivery of written notice to Participant, Licensee and Consultant, terminate this Agreement effective immediately upon the occurrence of any of the following events:

a. Consultant gives Participant or Licensee it's notice of termination;
b. Participant gives notice to MLS that it no longer consents to the display of the MLS Content on the Licensee's Web Site;
c. Consultant is no longer designated by Participant or Licensee to provide services;
d. Participant ceases to remain a participant in the MLS;
e. Licensee ceases to remain employed by or affiliated with Participant;
f. Consultant accesses or downloads data in a manner not authorized by MLS for Participants or Licensees or that hinders the ability of MLS, Participants or Licensees to access MLS Content;
g. Participant, Licensee or Consultant violate the Rules;
h. Participant fails to make required payments under this Agreement, to the MLS; or
i. Notice from Participant or Licensee of their election to terminate this Agreement.

MLS acknowledges and agrees that it may not suspend or terminate Consultant's access to MLS Content for reasons other than those that would allow MLS to suspend or terminate Participant's access to data, or without giving the Consultant and Participant prior notice of the process set forth in the applicable provisions of the Rules for suspension or termination of Participant's access.

No Fees, portion of the Fees, or other Fees payable by Participant under this Agreement will be refunded to Participant upon termination of this Agreement for any reason.

GENERAL

This Agreement is governed by and enforced according to the laws of the State of Wisconsin. Participant, Licensee and Consultant hereby submit and consent to, and waive any defense to the jurisdiction of courts located in the State of Wisconsin, as to all matters relating to or arising from this Agreement.

All notices to be given under this Agreement shall be made in writing and delivered by U.S. certified mail, facsimile transmission, or email to the appropriate party at the address provided on the Signature Page of this Agreement. The foregoing addresses may be changed from time-to-time by delivering notice of such change to the parties to this Agreement. Notice shall be effective upon receipt.

Nothing in this Agreement shall be construed to create a partnership or joint venture between MLS and Participant, Licensee and/or Consultant.

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.

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.

Participant, Licensee and Consultant may not assign or otherwise transfer any rights under this Agreement to any party without the prior written consent of MLS.

This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Electronic signatures are deemed to be equivalent to original signatures for the purposes of this Agreement. This Agreement may not be amended except in writing signed by Participant, Licensee, Consultant, and MLS.

All parties agree that a breach of this Agreement will result in immediate and irreparable injury and harm to MLS. In such event, MLS shall have the right to immediately terminate Consultant's or Participant's access to the MLS Content and to obtain 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 MLS may have including, without limitation, the right to seek monetary damages.

If any action is brought by any Party to this Agreement against another Party regarding the subject matter of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees, costs, and expenses of litigation.

Each Party represents and warrants to the others as follows: (a) this Agreement, when executed by such Party, will be valid, binding and enforceable with respect to such Party in accordance with its terms; (b) the execution of this Agreement and/or the performance of such Party'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 such Party is bound; and (c) Consultant 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. Consultant further represents and warrants to MLS that the grant of the License to Consultant and the fulfillment of Consultant's obligations as contemplated under this Agreement are proper and lawful.

Participant, Licensee and Consultant, jointly and severely, indemnify and hold harmless MLS, 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 breach by Participant or Consultant of any of the terms and conditions of this Agreement, including any breach of representation or warranty set forth in this Agreement, and the use and display of the MLS Content. MLS shall have the right to control its own defense and engage legal counsel acceptable to MLS.

TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, MLS'S ENTIRE AND CUMULATIVE LIABILITY TO PARTICIPANT, LICENSEE OR CONSULTANT, 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 MLS CONTENT, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEE PAID TO MLS UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL MLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXHIBIT A

A: Requested Uses/Applications.

Select: ☐ RETS ☐ RESO API*

____ South Central WI MLS IDX
____ South Central WI MLS VOW
____ South Central WI MLS Broker Back Office (not available to agents; detail use below)

WIREX is currently available via RETS only

____ WIREX IDX (not available to agents)
____ WIREX VOW (not available to agents)
____ WIREX Broker Back Office (not available to agents; detail use below)

For Broker Back Office Feeds – describe how and where MLS data will be used:
_____
_____
_____
_____
_____

IDX or VOW Website URL(s): (REQUIRED if data will be displayed on a public website)

_____

EXHIBIT B

B: Fees and Payment Terms:

Company website or data use:

South Central WI MLS IDX ----------$100 set up and $20/quarter
South Central WI MLS VOW ----------$100 set up and $50/quarter
South Central WI MLS Broker Back Office ----- $100 set up and $50**/quarter

***If data from a Broker Back Office feed is also used on a public website, IDX/VOW fees will also be assessed per website.*

WIREX IDX or VOW ---------- $199 set up and $50/quarter
WIREX Broker Back Office ---------- $199 set up and $250/quarter

OR

Agent website or data use:

South Central WI MLS IDX or VOW ---------- $100 set up and $50/quarter

See the SCWMLS Billing Policy for more information.

- Setup fees are assessed to the SCWMLS member company or agent, where applicable.
- IDX fees are billed quarterly, on 1/1, 4/1, 7/1, and 10/1. Invoices are sent via email.
- *API - Vendor is charged a $60 total monthly fee (per vendor, not per site)

SIGNATURE PAGE

IN WITNESS WHEREOF, the applicable Parties hereto have executed this Agreement by their authorized representatives as of the Effective Date.

Effective Date of Agreement: _____

Broker/Participant

Name: _____

Signature: _____

Company: _____

E-Mail: _____

Agent: (If applicable)

Name: _____

The broker must sign above

Signature: _____

Company: _____

E-Mail: _____

Consultant (Vendor):

Name: _____

Signature: _____

Company: _____

E-Mail: _____

MLS:

Name: _____

Signature: _____

Company: South Central Wisconsin MLS

E-Mail: support@wisre.com (Return completed form to support@wisre.com)