Participant Data License Explainer

What follows after this page is Maine Listings' Participant Data License. This "explainer" is not part of the agreement and is not legal advice; it is provided to help answer common questions and guide your review of the agreement.

- Maine Listings is participating in a subscription service with Larson Skinner PLLC to license model agreements. In this agreement, you'll see a version number and an indication whether the body of the agreement has been modified from the model version (which Maine Listings is free to do in its business discretion). If the body of the agreement is modified, you'll see the word "modified" after the version number; if it's not, you'll see "not modified" after the version number. (Note, Maine Listings may have custom signature blocks and contact information requests without indicating the agreement has been "modified.")
- This agreement is only for the following uses: IDX, VOW, Broker Back Office, Valuation, and a brokerage's return of their listing data they submitted to the MLS ("Participant Data Return" in the agreement). Brokerage may choose the permitted uses on the signature page of the agreement. No other use of data is permitted.
- Vendor may use listing data only to support the Brokerage and Sales Licensee(s) (if any) that sign this agreement and any exhibit or addenda to it, and only for the permitted uses the Brokerage and Sales Licensees choose.
- Failure to follow the requirements above could result in Brokerage, Sales Licensee, and Vendor losing access to MLS data and systems under this agreement, any similar agreement, and other means for accessing MLS data.
- All Brokerage, Sales Licensee, and Vendor parties are responsible for each other's actions under this agreement.
- This agreement has been revised to address requirements of the national settlement by NAR of private antitrust claims against NAR, brokers, and associations/MLSs over legacy MLS compensation rules. It does so in two new sections, 2.5 and 4.9.

Brokerage, Vendor, and Sales Licensee should seek legal advice if they have questions about this agreement.

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PARTICIPANT DATA LICENSE

PDL version 22.02, not modified. © Larson Skinner PLLC 2025

This Participant Data License ("**Agreement**") is entered into by Maine Real Estate Information System, Inc. d/b/a Maine Listings ("**Maine Listings**"), with offices at 92 Darling Avenue, South Portland, ME 04106; the real estate brokerage firm identified as "Brokerage" on the signature page below ("**Brokerage**"); the sales licensee(s) affiliated with Brokerage that are identified in Exhibit A and subsequently in any executed Addendum (collectively the "**Sales Licensee**"), if any; and the individual or entity identified as "Vendor" on the signature page below, if any ("**Vendor**").

1. DEFINITIONS

1.1 Authorized Users: Collectively, the Brokerage, Vendor, and the Sales Licensee.

1.2 Brokerage BBO: Brokerage's use and display of portions of Licensed Data under the "broker back office" provisions of MLS Policies that (a) exposes Licensed Data and derivatives of it only to Brokerage and to Sales Licensee and their bona fide clients as established under state law; or (b) exposes Licensed Data and derivatives of it in marketplace statistical analyses and reports to the extent permitted by MLS Policies. "Derivatives" of Licensed Data include any subset of data or aggregation of values derived from the Licensed Data. The MLS Policies determine whether Brokerage BBO includes and permits Brokerage and Subscriber advertising or making representations about specific properties that are listed with other participants or that were sold by other participants.

1.3 Brokerage Valuation: Brokerage and Sales Licensee use and display of portions of the Licensed Data, possibly including other data, for an automated valuation model (AVM), broker price opinion (BPO), comparative (or comparable) market analysis (CMA), or similar product or service, provided it can fairly be characterized as a valuation of real property and only to the extent permitted by the "valuation" provisions of MLS Policies. Brokerage Valuation need not include any human judgment or analysis.

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

1.5 Data Interface: The data transport or access mechanism that Maine Listings provides to Authorized Users to access Licensed Data.

1.6 IDX: Brokerage and Sales Licensee use and display of portions of the Licensed Data under the "internet data exchange" provisions of the MLS Policies.

1.7 Licensed Data: The subset of MLS Data that Maine Listings licenses for the Permitted Use. Where the subset of MLS Data is not specified in the MLS Policies, the Licensed Data consists of the same subset for each use by Brokerage that it does for other Participants that license the data for the same use.

1.8 MLS Data: Data (including text, photographs, media, and all other data in formats now known or developed in the future) entered into Maine Listings' databases by Maine Listings Participants and Maine Listings, or on their behalf, relating to (a) real estate for sale or previously sold or listed for sale or (b) identified or identifiable Participants or Subscribers.

1.9 MLS Marks: The trademarks, service marks, word marks, logos and distinctive marks of all other kinds, if any, that Maine Listings uses to identify its business.

1.10 MLS Policies: Maine Listings' rules and regulations and any operating policies promulgated by Maine Listings.

1.11 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 multiple listing organizations other than Maine Listings. Where applied in this Agreement to Participants other than Brokerage, "Participant" also includes that Participant's affiliated Subscribers.

1.12 Participant Data Return: Brokerage's and Sales Licensee's use of those portions of the MLS Data that relate only to data and listings submitted, contributed, or input by Brokerage and its Subscribers.

1.13 Permitted Use: Any data use by Brokerage and Sales Licensee specified on the signature page and in Exhibit A for: Brokerage Valuation, Brokerage BBO, IDX, Participant Data Return, or VOW.

1.14 Subscriber: Any non-principal broker or sales licensee affiliated with a Participant who is a "subscriber" as established in MLS Policies and permitted access to MLS.

1.15 Use Location: Any website URL, mobile application, or audio device (a means of audio delivery of IDX data authorized by MLS Policies) specified in the signature block at which Brokerage, Sales Licensee, or Vendor makes Licensed Data available. Except as expressly provided in this Agreement, "Use Location" does not include mass-media display of any portion of MLS Data.

1.16 URL: The full website address where content is displayed. (For example, "WWW.JANESMITH.ABCREALTY.COM/XYZTEAM".)

1.17 VOW: Brokerage and Sales Licensee use and display of portions of the Licensed Data under the "virtual office website" provisions of the MLS Policies.

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2. LICENSES

2.1 License to Brokerage, Sales Licensee. Maine Listings grants to Brokerage and Sales Licensee a license to make copies of, display, perform, and make derivative works of the Licensed Data only for the Permitted Use.

2.2 License to Vendor. Maine Listings grants to Vendor a license to make copies of, display, perform, and make derivative works of the Licensed Data only to the extent necessary for Vendor to provide services to Brokerage or Sales Licensee that enable Brokerage or Sales Licensee to engage in their Permitted Use.

2.3 Trademark License. Maine Listings grants to Brokerage and Sales Licensee a license to make copies of and display MLS Marks only to comply with requirements in the MLS Policies, if any.

2.4 License Restrictions. The licenses granted under Sections 2.1, 2.2, and 2.3: (a) are terminable, non-transferable, non-exclusive, non-sublicensable, revocable, and world-wide licenses; (b) permit uses only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement and the MLS Policies; and (c) end upon the termination of this Agreement. This Agreement contains non-exclusive licenses, and not sales, assignments, or exclusive licenses. Any use of the Licensed Data or MLS Marks other than those expressly permitted in this Agreement is prohibited, and Maine Listings retains all rights not expressly granted in this Agreement.

2.5 License to Use Compensation Fields Terminated. If Brokerage, Sales Licensee, or Vendor has received MLS Data from Maine Listings including offers of compensation from Participants other than Brokerage ("**Other Participants' Offers**"), the following consequences are effective on August 17, 2024. ("**Settlement Implementation Date**"): (a) The license of Brokerage, Sales Licensee, or Vendor to use Other Participants' Offers terminates; (b) Other Participants' Offers are no longer considered part of the Licensed Data; (c) Other Participants' Offers are Confidential Information and not subject to the exception in Section 1.4(a); (d) any use or display of Other Participants' Offers is not a Permitted Use; and (e) Brokerage, Sales Licensee, or Vendor must delete Other Participants' Offers from all copies of any MLS Data or Licensed Data in their possession. Brokerage may retain and make use of offers of compensation that Brokerage has made or makes after the Settlement Implementation Date; such data are not deemed Licensed Data and are not bound by the terms of this Agreement except for this Section 2.5 and Section 4.9.

3. MAINE LISTINGS OBLIGATIONS

3.1 Data Delivery. Maine Listings must provide to Authorized Users, during the term of this Agreement: (a) access to the Licensed Data via the Data Interface under the same terms and conditions Maine Listings offers to other Participants, (b) seven days' advance notice of changes to the Data Interface, and (c) seven days' advance notice of changes to the MLS Policies to the extent they are applicable or related to the Permitted Use. Maine Listings may in its sole discretion, but is not required to, provide technical support for the Data Interface or the Licensed Data. Maine Listings makes no representations or warranties concerning the Data Interface except those expressly stated in this Agreement.

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3.2 Changes to MLS Policies. Maine Listings may modify at any time, in its sole discretion, the Data Interface and MLS Policies.

3.3 Unavailability of Data. The Data Interface or access to the Licensed Data may occasionally be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or Licensed Data does not constitute a breach or default by Maine Listings under this Agreement.

3.4 Third Party Contractors. Maine Listings may use a third-party contractor, determined in Maine Listings' sole discretion, to facilitate the Data Interface and any other responsibilities or rights of Maine Listings under this Agreement. Such third-party contractors may have additional terms of use that Authorized Users must accept before using the Data Interface.

4. AUTHORIZED USERS' OBLIGATIONS

4.1 Compliance with MLS Policies. Each Authorized User must comply with the MLS Policies at all times. In the event of any perceived conflict between the MLS Policies and this Agreement, the MLS Policies govern.

4.2 Compliance with Law. Each Authorized User must comply with all laws applicable during the term of this Agreement in performance of their obligations under this Agreement, including the Fair Housing Act (42 U.S.C. §3601 et. seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et. seq.), and data protection laws relating to personally identifiable information ("PII") and data privacy.

4.3 Use Locations. Brokerage and Sales Licensee may display or deliver the Licensed Data only to the extent permitted by the MLS Policies and only at the Use Location(s) expressly indicated in the signature block. Vendor may make Licensed Data or the Confidential Information available only on behalf of Brokerage and Sales Licensee and only in a manner consistent with Brokerage's and Sales Licensee's obligations under this Agreement; Vendor must not make any other use of the Licensed Data, whether commercial or personal.

4.4 Other Display Requirements. Each Authorized User must ensure that all permitted displays are compliant with the standards of conduct in the MLS Policies and the National Association of REALTORS® Code of Ethics (if it applies to Brokerage). Each Authorized User must prevent any use the Licensed Data in any way that would mislead consumers, including ways that would misrepresent who is the listing Participant or Subscriber.

4.5 No Access to Third Parties. No Authorized User may make the Licensed Data, the Confidential Information, or access to the Data Interface available to any third party, including affiliates, franchisors, and subsidiaries, unless expressly authorized to do so under this Agreement.

4.6 Licensed Data Ownership. Brokerage and Sales Licensee acknowledge that ownership and use rights relating to copyrights in the Licensed Data are defined in the MLS Policies or in the terms of separate contracts between Maine Listings and Brokerage, or Sales Licensee, or both. Vendor acknowledges that (as among the parties to this Agreement)

Brokerage and Maine Listings possess all right, title, and interest in all copyrights in the Licensed Data. No Authorized User may challenge or take any action inconsistent with Maine Listings' ownership of or rights in the Licensed Data.

4.7 Warranties and Other Restrictions. Each Authorized User warrants that (a) its use of the Licensed Data (but not the Licensed Data itself) will not constitute infringement of any intellectual property rights, including copyright, patent, trademark, and trade secret rights, of any third party; (b) other than formatting data to conform to RESO standards or in compliance with MLS Policies, it will not alter any text data fields, alter photos, or remove, conceal, or alter any copyright management information or other proprietary notices contained in the Licensed Data; (c) it will not extract, modify, reverse engineer, or decompile the Licensed Data, except to the extent permitted by this Agreement and the MLS Policies; (d) it will not display, copy, download, sell, resell, use, distribute, or otherwise exploit the Licensed Data, except to the extent permitted by this Agreement and the MLS Policies; and (e) it will not use Licensed Data for any phishing, trolling, or similar activities, or harvest or collect email addresses or other contact information from the Licensed Data to sell, disclose, or otherwise distribute to any third party.

4.8 Data Access Fees. Authorized Users must (a) pay the applicable fees, if any, that Maine Listings (or its shareholder associations/MLSs) customarily charges for data access and (b) acknowledge receipt of Maine Listings' current schedule of such fees, if any. Maine Listings may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to the other parties. Authorized Users are liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

4.9 Limitation on Offers of Compensation Using Licensed Data. Under a national settlement of private antitrust claims negotiated by the National Association of REALTORS® ("NAR") in the court cases *Burnett v. NAR* (Western District of Missouri) and *Moehrl v. NAR* (Northern District of Illinois) in 2024, Maine Listings may not allow any Participant, including Brokerage, to "create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregators' website for such purpose) for listing brokers or sellers to make offers of compensation to buyer brokers or other buyer representatives (either directly or through buyers)." Authorized Users may take no action in violation of this provision. Authorized Users may, however, display Licensed Data and offers of compensation to buyer brokers or other buyer representatives only on those portions of the MLS Data that relate only to data and listings submitted, contributed, or input by Brokerage and its Subscribers.

5. BROKERAGE AND SALES LICENSEE OBLIGATIONS

5.1 Release of Vendor. If Maine Listings notifies Brokerage or Sales Licensee of a breach of the MLS Policies or this Agreement and Brokerage or Sales Licensee does not immediately cure the breach, Brokerage and Sales Licensee must hold Vendor harmless from any liability arising from Vendor's cooperation with Maine Listings under Section 6.1.

5.2 Sales Licensee Access. Sales Licensee's access to Licensed Data under this Agreement is subject to Brokerage's approval and authorization as described in the signature page.

5.3 Brokerage engagement with Vendor. Under this Agreement, Brokerage and Sales Licensee are permitted to work only with the Vendor named in this Agreement. If Brokerage or Sales Licensee chooses to engage a different vendor or additional vendors, Brokerage must enter into another contract with Maine Listings and each such vendor.

5.4 Brokerage as Surety. Brokerage is surety for Sales Licensee's and Vendor's obligations under this Agreement.

6. VENDOR OBLIGATIONS

6.1 Remedy for Breach. Vendor must immediately correct any breach of this Agreement or violation of the MLS Policies within its control, whether committed by Brokerage, Sales Licensee, or Vendor, upon notice from Maine Listings.

6.2 Customer Validation. Under this Agreement, Vendor is permitted to work only with the Brokerage and Sales Licensee. Vendor must not use data obtained under this Agreement to provide any services to Participants or Subscribers other than Brokerage and the Sales Licensee. **If Vendor provides services to Participants other than Brokerage or to Subscribers affiliated with Brokerage other than the Sales Licensee, Vendor must enter separate contracts with Maine Listings. Vendor must ascertain, using the Data Interface on a daily basis, that Brokerage remains an eligible Participant and that each Sales Licensee remains affiliated with Brokerage. If Vendor fails to comply with the provisions of this section, Maine Listings may terminate all of Vendor's access to the Licensed Data under this Agreement and all similar agreements, including those relating to work Vendor is doing for other Participants.**

6.3 Data Security and Privacy. Vendor must use industry best practices for firewalls and other network protocols to increase the security of its systems and must 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. Vendor must monitor and test its security protocols from time to time. In the event of a security breach of Vendor's systems or use of the Confidential Information by unauthorized third parties ("Security Event"), Vendor must (i) immediately notify Maine Listings of the Security Event by email or telephone call with receipt confirmed by Maine Listings; (ii) cooperate with Maine Listings at Vendor's expense to stop the Security Event and prevent its reoccurrence; and (iii) indemnify, hold harmless and defend Maine Listings against any loss, damage, claims, liabilities, or expenses, including reasonable attorneys' fees, arising out of or relating to a third party claim or suit arising from the Security Event or any breach by Vendor of its obligations under this section.

6.4 Reporting. Vendor must deliver to Maine Listings periodic reports (at intervals Maine Listings indicates by notice to Vendor) or make available to Maine Listings a real-time interface permitting Maine Listings to determine which Participants and Subscribers are using Vendor's services that incorporate any of the Licensed Data or derivatives of it.

6.5 Vendor as Surety. Vendor is surety for Brokerage's and Sales Licensee's obligations to pay fees under Section 4.8.

6.6 Brokerage as Vendor. If Brokerage performs its own technical work and there is no Vendor party to this Agreement, then Brokerage is responsible for all Vendor obligations under this Agreement.

7. COMPLIANCE REVIEWS & AUDITS

7.1 Compliance Reviews. Maine Listings may in its reasonable discretion conduct periodic compliance reviews of Brokerage's, Sales Licensee's, and Vendor's use of the Licensed Data under this Agreement. Any Authorized User that receives a compliance inquiry from Maine Listings must respond within 72 hours.

7.2 Audits. Maine Listings may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Authorized Users to the extent reasonably necessary to ascertain Brokerage's, Sales Licensee's, and Vendor's compliance with this Agreement ("Audit"). Maine Listings may conduct an Audit upon any notice reasonable under the circumstances. Maine Listings may require an Audit of the Permitted Use before the Authorized Users release it for access by any of their customers. Audit activities may include, without limitation, obtaining full access to Brokerage's, Sales Licensee's, and Vendor's Use Locations and systems to ensure that Licensed Data is displayed in accordance with the MLS Policies; using all features available to end-users of Brokerage's, Sales Licensee's, and Vendor's systems that employ the Licensed Data; and posing as end users to register and test services Authorized Users make available to consumers using the Licensed Data. Maine Listings must pay the costs it incurs, and the out-of-pocket costs Authorized Users incur, as part of any Audit; provided, however, Brokerage or Sales Licensee are liable for all costs of any Audit that discloses that any Authorized User has breached this Agreement.

8. CONFIDENTIAL INFORMATION

8.1 Standard of Care. The parties must protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information to the extent required by law or a court order; provided, however, that the disclosing party makes commercially reasonable efforts to notify the others in writing in advance of disclosure.

8.2 Return of Confidential Information. Within five days after termination of this Agreement, the receiving party must return to the disclosing party all Confidential Information of the disclosing party. The receiving party must also erase or destroy Confidential Information stored in digital, cloud, or other computer storage format. An officer of the receiving party must certify in writing that all materials have been returned or destroyed.

9. TERM AND TERMINATION

9.1 Term. The term of this Agreement begins on the date that Maine Listings signs it and continues until terminated.

9.2 Termination. This Agreement terminates upon the occurrence of any of the following events: (a) immediately upon termination of Brokerage's privileges as a Participant in Maine Listings; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) 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; (e) immediately upon Brokerage's notice to Vendor that Vendor is no longer

designated to provide services to Brokerage; (f) with regard to any Sales Licensee, immediately upon any event that results in the Sales Licensee no longer being affiliated with Brokerage; and (g) as provided in Section 13.2.

9.3 Reinstatement. If Brokerage's privileges as a Participant (or Sales Licensee's privileges of affiliation with Brokerage or as a Subscriber) are suspended while this Agreement is in effect, and Maine Listings subsequently reinstates those privileges, this Agreement will automatically be reinstated if Maine Listings resumes its obligations under Section 3.1.

9.4 Suspension. If any Authorized User breaches this Agreement and entitles Maine Listings to terminate under Section 9.2, Maine Listings may in its sole discretion suspend its performance instead of terminating this Agreement. Additionally, Maine Listings may suspend its performance under this Agreement if any Authorized User causes unreasonable demands on Maine Listings servers or Data Interface, as determined in Maine Listings' sole discretion. Maine Listings may make this election by notice to the other parties within three days after the initiation of the suspension. Each Authorized User's obligations under this Agreement continue during any period of suspension.

9.5 Post-termination Obligations. In the event of any termination of this Agreement, each Authorized User must delete the Licensed Data and any derivative works based on it (except the portions of it relating to Brokerage's own listings). In the event of any suspension of this Agreement, no Authorized User may make any further use of the Licensed Data or any derivative works based on it (except the portions of it relating to Brokerage's own listings) until and unless Brokerage's or Sales Licensee's rights under this Agreement are restored.

10. DISCLAIMERS AND LIMITS ON LIABILITY

10.1 DISCLAIMERS. EACH AUTHORIZED USER ACKNOWLEDGES THAT Maine Listings PROVIDES THE LICENSED DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY.

10.2 LIMITATION OF LIABILITY. IN NO EVENT WILL Maine Listings BE LIABLE TO ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF Maine Listings HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT WILL Maine Listings BE LIABLE TO ANY AUTHORIZED USER FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES THAT AUTHORIZED USER HAS PAID Maine Listings, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) $100. Maine Listings WILL NOT BE LIABLE TO ANY AUTHORIZED USER FOR ANY CLAIM ARISING FROM INACCURACIES IN THE LICENSED DATA, ANY FAILURE TO UPDATE THE LICENSED DATA PROMPTLY, OR THE LICENSED DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. Maine Listings MAKES NO WARRANTY, INCLUDING THOSE REGARDING TITLE, AVAILABILITY, OR NON-INFRINGEMENT, REGARDING TRADEMARKS LICENSED UNDER THIS AGREEMENT, IF ANY.

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11. INDEMNIFICATION

11.1 General indemnification. Subject to Section 10.2, if a party breaches any provision of this Agreement, that party (the Indemnifying Party) must indemnify 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 losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach.

11.2 Vendor indemnification. Vendor indemnifies Maine Listings, Brokerage, Sales Licensee, and customers of Maine Listings, Brokerage, or Sales Licensee, to whom Vendor provides a product or service using Licensed Data against any losses, damages, and costs (including reasonable attorneys' fees) arising from any third-party claim that Vendor's product or service infringes the third-party's intellectual property rights, including copyright, patent, trademark, and trade secret rights (but excluding any claims that are based on the Licensed Data itself causing the infringement).

11.3 Indemnification process. The Indemnified Parties must (a) promptly notify the Indemnifying Party 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 claim. The Indemnified Parties are entitled to engage their own local counsel at the Indemnifying Party's expense.

12. REMEDIES AND DISPUTES

12.1 Applicable law and venue. This Agreement is governed by and interpreted according to the laws of the State of Maine, without regard to its conflicts and choice of law provisions. Any proceeding arising under this Agreement, including motions for injunctive relief, arbitration, or litigation, shall take place in Cumberland County, Maine.

12.2 Injunctive relief. Because of the unique nature of the Licensed Data and Confidential Information, each Authorized User acknowledges that Maine Listings would suffer irreparable harm if any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate Maine Listings for a breach. Maine Listings is therefore entitled, in addition to all other forms of relief, to seek injunctive relief to restrain any threatened, continuing, or further breach by any Authorized User, without showing or proving any actual damages sustained by Maine Listings and without posting any bond.

12.3 Liquidated damages. Each Authorized User acknowledges that damages suffered by Maine Listings from an unauthorized third party's access to the Licensed Data as a result of disclosure of any passwords or an unauthorized disclosure of the Licensed Data to a third party would be speculative and difficult to quantify. Accordingly, if any Authorized User or its employees, agents, or contractors, disclose any password to access the Licensed Data or disclose the Licensed Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, the Authorized Users are liable to Maine Listings for liquidated damages in the amount of $5,000 for each such disclosure and

for termination of this Agreement. Liability of Authorized Users under this section is joint and several. The provisions of this section are a material inducement to Maine Listings to enter into this Agreement.

12.4 Dispute resolution. The provisions of this section do not prevent Maine Listings from exercising any of its rights under Section 12.2. Non-binding mediation in good faith is a condition precedent to asserting any claim, whether in arbitration or the courts, under this Agreement. If Maine Listings claims that any Authorized User has violated the MLS Policies, Maine Listings may, at its option, resolve such a claim according to the disciplinary procedures set out in the MLS Policies, provided Maine Listings does not also base an arbitration claim or lawsuit that any Authorized User has breached this Agreement on the same facts. Except as set forth in the preceding sentence, the parties must submit any controversy or claim arising out of or relating to this Agreement, or the breach thereof, to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection. Any party may enter judgment on the award rendered by the arbitrator(s) in any court having jurisdiction.

12.5 Attorney's fees. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision of it, it is entitled to reasonable attorney's fees and costs for the legal action.

13. GENERAL PROVISIONS

13.1 Notice. All notices given under this Agreement must be mailed or electronically mailed to the parties at their respective addresses provided in the signature block or another address of which any party may advise the others in writing during the term of this Agreement; and are effective the earlier of the date of receipt or three days after mailing or other transmission. Each Authorized User must notify Maine Listings within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

13.2 Assignment. No Authorized User may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party. Any purported assignment or delegation by any Authorized User in contravention of this section is null and void and immediately causes this Agreement to terminate.

13.3 Relationship of the Parties. The parties to this Agreement are independent contractors. No party may be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of Maine Listings or have any authority to make any agreements or representations on the behalf of Maine Listings. Each party is solely responsible for the payment of compensation, insurance, and taxes of its own employees.

13.4 Survival of Obligations. The following Sections will survive termination, expiration, or suspension of this Agreement in perpetuity: Section 1 Definitions, Section 4.6 License Data Ownership, 4.7 Warranties and Other Restrictions, 4.8 Data Access Fees, Section 5.1 Release of Vendor, Section 5.4 Brokerage as Surety, 6.2 Customer Validation, Section 6.4 Vendor as Surety, Section 8 Confidential Information, Section 9.5 Post-termination Obligations, Section 10 Disclaimers and Limits on Liability, Section 11 Indemnification, Section 12 Remedies and Disputes, and Section 13 General Provisions.

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13.5 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.

13.6 Severability. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions remain in full force and effect. If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, this Agreement will be reformed so that the invalid or unenforceable provision is replaced, if possible, with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

13.7 Amendments. Maine Listings may amend this Agreement by providing 30 days' advance notice of the amendment to Brokerage and Vendor. Brokerage's, Sales Licensee's, or Vendor's use of the Data Interface or the Licensed Data after the expiration of the 30-day notice period serves as the assent of all Authorized Users to the Agreement as amended. Each Authorized User makes each other Authorized User its agent for purposes of assenting to amendments under this section. Sales Licensee expressly consents to Maine Listings making communications and notices under this Agreement to Brokerage only. Brokerage must provide its Sales Licensee notice of any amendments provided to Brokerage under this section.

13.8 Entire Agreement. Subject to MLS Policies, 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. In the event of any dispute regarding the interpretation of the terms of this Agreement, it will not be construed for or against any party on the grounds that the Agreement was prepared by any one of the parties.

13.9 Execution. This Agreement may be executed in two or more counterparts, each of which constitutes an original Agreement, but all of which together constitute one and the same executed agreement. This Agreement may be electronically signed, and any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[end of agreement]

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PARTICIPANT DATA LICENSE

Signature Page

BROKERAGE	
Brokerage Name (including legal name and DBA, if applicable):	
MLS Office ID#: (4-digit)	
Authorized Representative (AR) Signature:	
Printed AR Name/Title:	
Date:	
Sales Licensee authorization	Only the Sales Licensee (Agent) specified below are authorized by Brokerage

SALES LICENSEE (AGENT) – ONLY COMPLETE THIS SECTION IF THE AGREEMENT IS FOR AN AGENT USE (E.G., IDX, VOW)	
Sales Licensee (Agent Name)	
Sales Licensee (Agent) MLS ID Number	
Sales Licensee (Agent) Signature	

PERMITTED USE This Agreement is for the following Permitted Use(s) (*check all that apply*):		
☐	IDX	**LIST USE LOCATION(S):**
☐	VOW	**LIST USE LOCATION(S):**
☐	Brokerage Valuation	**LIST USE LOCATION(S):**
☐	Brokerage BBO	
☐	Participant Data Return	

VENDOR	
Vendor Name:	
Signature:	
Printed Name/Title:	
Date:	

MAINE LISTINGS	
MLS Name:	Maine Real Estate Information System, Inc. d/b/a Maine Listings
Signature:	
Name/Title:	
Effective Date of Agreement:	

PARTICIPANT DATA LICENSE

Contact information

MAINE LISTINGS contacts	
For official contract notices:	(To send notices of breach, termination, etc.)
Name:	
Phone:	
Email:	
For all technical matters:	(To contact regarding data feed credentials and data access concerns.)
Name:	
Phone:	
Email:	

BROKERAGE contacts	
For official contract notices:	(To send notices of amendments, breach, termination, etc.)
Name:	
Phone:	
Email:	
For all technical matters:	(To contact regarding data feed credentials, display issues, etc.)
Name:	
Phone:	
Email:	
Billing contact name/email:	

VENDOR contacts	
For official contract notices:	(To send notices of amendments, breach, termination, etc.)
Name:	
Phone:	
Email:	
For all technical matters:	(To contact regarding data feed credentials, display issues, etc.)
Name:	
Phone:	
Email:	
Billing contact name/email:	

Maine Listings Compliance Review Process

Required Compliance Review: Any website URL, mobile application, or audio device (a means of audio delivery of IDX data authorized by MLS Policies) specified in the signature block at which Brokerage, Sales Licensee, or Vendor makes Licensed Data available must be submitted to Maine Listings staff for a required compliance review prior to the website being made available to the public. A development (or staging) site may be used for the compliance review. If a staging site is not available, then the URL provided must be password protected.

Office/User ID	Development Site	PW Protected User ID	Password

Failure to Submit: Failure to submit any website URL, mobile application, or audio device specified in the signature block for a compliance review by Maine Listings staff within 60 days of the effective date of this Agreement will cause this Agreement to be terminated. To reactivate, Participant and Vendor will be required to resubmit a new Participant Data License including all applicable fees.

Changes to the Site and Penalties: Any changes to a site/application which involves the display of Maine Listings data is required to be resubmitted to Maine Listings staff for a compliance review prior being made available to the public.

Example of when the website **IS** required to be resubmitted:

> A mortgage calculator is added to the listing detail page; or, the listing details page has been redesigned. Wherever, Maine Listings data appears and the original layout has changed, the website must be resubmitted for a compliance review by Maine Listings staff.

Example of when the website is **NOT** required to be resubmitted:

> The color of the website frame changes from blue to red or the office added a logo. As long as there is no impact to the display of Maine Listings data or the name of the brokerage under which they operate is not altered, then there is no need to resubmit the website for a compliance review.

When in doubt, please contact idxcompliance@mainelistings.com for assistance.

A copy of the Maine Listings Rules and Regulations can be found in its entirety at www.MaineListings.com
Go to the Resources tab and click on Rules and Regulations.

NOTE: Maine Listings Rules and Regulations are subject to change. Fines and/or penalties for failure to comply with Maine Listings policies are outlined in the Rules and Regulations.

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SCHEDULE OF DATA ACCESS FEES

As consideration for the rights granted to Vendor herein, Vendor shall pay Maine Listings the following fees (collectively, the "Fees").

IDX:
Setup Fee: Vendor receiving a Maine Listings IDX data feed shall pay Maine Listings a "Setup fee" of Five Hundred Dollars ($500.00) for each separate and distinct data feed. *Setup Fee and initial quarterly fee due and payable with this Agreement.

Quarterly Fees: Vendor receiving a Maine Listings IDX data feed shall pay Maine Listings a "quarterly fee" of One Hundred Sixty-Five Dollars ($165.00) for each separate and distinct data feed. Initial fee due and payable with submission of this Agreement, thereafter on the first day of January, April, July and October during the Term of this Agreement.

VOW:
Setup Fee: Vendor receiving a Maine Listings VOW data feed shall pay Maine Listings a "Setup fee" of Six Hundred Dollars ($600.00) for each separate and distinct data feed. *Setup Fee and initial quarterly fee due and payable with this Agreement.

Quarterly Fees: Vendor receiving a Maine Listings VOW data feed shall pay Maine Listings a "quarterly fee" of Three Hundred Thirty Dollars ($330.00) for each separate and distinct data feed. Initial fee due and payable with submission of this Agreement, thereafter on the first day of January, April, July and October during the Term of the Agreement.

Brokerage Valuation:
Setup Fee: Vendor receiving a Maine Listings Brokerage Valuation data feed shall pay Maine Listings a "Setup fee" of One Thousand Seven Hundred Fifty Dollars ($1,750.00) for each separate and distinct data feed. *Setup Fee and initial quarterly fee due and payable with this Agreement.

Quarterly Fees: Vendor receiving a Maine Listings Brokerage Valuation data feed shall pay Maine Listings a "quarterly fee" of Eight Hundred Twenty-Five Dollars ($825.00) for each separate and distinct data feed. Initial fee due and payable with submission of this Agreement, thereafter on the first day of January, April, July and October during the Term of this Agreement.

Brokerage Back Office {BBO):
Setup Fee: Vendor receiving a Maine Listings BBO data feed shall pay Maine Listings a "Setup fee" of One Thousand Seven Hundred Fifty Dollars ($1,750.00) for each separate and distinct data feed. *Setup Fee and initial quarterly fee due and payable with this Agreement.

Quarterly Fees: Vendor receiving a Maine Listings BBO data feed shall pay Maine Listings a "quarterly fee" of Eight Hundred Twenty-Five Dollars ($825.00) for each separate and distinct data feed. Initial fee due and payable with submission of this Agreement, thereafter on the first day of January, April, July and October during the Term of this Agreement.

Participant Data Return: There is no charge to the Participant or Vendor for the return of a Participant's own data.

ADDITIONAL FEE MAY BE REQUIRED FROM FBS

Maine Listings reserves the right to increase Fees. If Maine Listings increases the Fees, Maine Listings shall provide Vendor with email or written notice of such increase at least thirty (30) days prior to the effective date of the increase.