

South Carolina Satewide Commercial MLS, Inc. Participant Data Access Agreement

This **AGREEMENT** is made and entered into by South Carolina Satewide Commercial MLS, Inc. ("**SCCMLS**"), with offices at 5006 Wetland Crossing Drive, Charleston, SC 29418; the real estate brokerage firm identified as "Firm" on the signature page below ("**Firm**"); the Subscribers affiliated with Firm that are identified on the signature page and in Exhibit A, if any (collectively the "**Subscriber Party**"); and the individual or business association identified as "Consultant" on the signature page below, if any ("**Consultant**").

DEFINITIONS

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

Confidential Information: "Confidential Information" means 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 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 SCCMLS Data, except to the extent to which this Agreement and the SCCMLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that SCCMLS obtains from any third party that SCCMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by SCCMLS; and (d) any information designated as confidential or private 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; 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.

SCCMLS Data: Data relating to real estate for sale, previously sold, or listed for sale, and to SCCMLS Participants (including text, photographs, and all other data formats now known or hereafter invented) entered into SCCMLS's databases by SCCMLS Participants and SCCMLS, or on their behalf.

SCCMLS Policies: SCCMLS's Rules and Regulations, as amended from time to time, and any operating policies promulgated by SCCMLS.

Data Interface: The transport protocols and data storage formats provided by SCCMLS for use by Firm, Subscriber Party, and Consultant; SCCMLS may modify the Data Interface in its sole discretion from time to time.

Firm-Related Persons: Consultant, if any, and employees of Firm who are not Subscribers or broker/managers.

Firm Internal Use: Any use of those portions of the SCCMLS Data relating to Firm's own listings; and any use of those portions of the SCCMLS Data relating to listings of Participants other than Firm that exposes SCCMLS Data only to Firm-Related Persons and to Subscribers affiliated with Firm, subject to the SCCMLS Policies.

IDX: Use and display of portions of the SCCMLS Data under the Internet Data Exchange provisions of the SCCMLS Policies.

Mobile Applications: Any displays of IDX data authorized by SCCMLS Policies and listed in Exhibit A that are not web sites. "Mobile Applications" does not include mass media display of SCCMLS Data.

Participant: This term has the meaning given to it in the SCCMLS Policies. For purposes of this Agreement, "Participant" does not apply to participants of MLSs other than SCCMLS. Where applied in this Agreement to Participants other than Firm, "Participant" also includes Subscribers affiliated with those Participants for whom the Participants are responsible under the laws of the State of South Carolina.

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".)

Subscriber: Any person holding a real estate license in South Carolina who is not a Participant but who is subject to a Participant's supervision under the laws of South Carolina.

VOW: Use and display of portions of the SCCMLS Data under the Virtual Office Website (VOW) provisions of the SCCMLS Policies.

SCCMLS'S OBLIGATIONS

2. SCCMLS grants to Firm and Subscriber Party a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the SCCMLS Data, and the right to sublicense the same to Consultant, during the term of this Agreement, only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement; any other use of the SCCMLS Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. SCCMLS retains all rights not expressly granted herein.

3. SCCMLS agrees to provide to Firm, Subscriber Party, and Consultant, during the term of this Agreement, (a) access to the SCCMLS Data via the Data Interface under the same terms and conditions SCCMLS offers to other SCCMLS Participants; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the SCCMLS Policies. SCCMLS does not undertake to provide technical support for the Data Interface or the SCCMLS Data. The Data Interface, together with access to the SCCMLS 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 of access to the Data Interface or SCCMLS Data shall not constitute a default by SCCMLS under this Agreement.

FIRM'S OBLIGATIONS

4. Firm and Subscriber Party shall comply with the SCCMLS Policies at all times. In the event of any perceived conflict between the SCCMLS Policies and this Agreement, the SCCMLS Policies shall govern.

5. Firm and Subscriber Party shall use the SCCMLS Data obtained under this Agreement for Firm Internal Use, IDX, and VOW use only. Any other use is strictly prohibited. Firm and Subscriber Party shall not make the SCCMLS Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Firm and Subscriber Party may display the SCCMLS Data on web sites and Mobile Applications only to the extent permitted by the SCCMLS Policies and then only on a site or sites resident at the second-level and third-level domain(s) and Mobile Applications indicated on the signature page and in Exhibit A of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

6. Firm and Subscriber Party acknowledge that ownership and use rights relating to copyrights in the SCCMLS Data are defined in the SCCMLS Policies or in the terms of the participant and subscriber agreements between SCCMLS Firm and Subscriber Party, or both. Firm and Subscriber Party shall not challenge or take any action inconsistent with SCCMLS's ownership of or rights in the SCCMLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7. If SCCMLS notifies Firm or Subscriber Party of a breach of the SCCMLS Policies or this Agreement and Firm or Subscriber Party does not immediately cure the breach, Firm and Subscriber Party shall hold Consultant harmless from any liability arising from Consultant's cooperation with SCCMLS under Paragraph 10.

8. Firm and Subscriber Party shall pay the fees, if any, that SCCMLS (or its shareholder associations/MLSs) customarily charges other SCCMLS Participants for data access. Firm and Subscriber Party acknowledge receipt of SCCMLS's current schedule of such fees, if any. SCCMLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Firm and Subscriber Party. Firm and Subscriber Party shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

9. Firm is surety for Subscriber Party's and Consultant's obligations under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

CONSULTANT'S OBLIGATIONS

10. Consultant shall immediately correct any breach of this Agreement or violation of the SCCMLS Policies within its control, whether committed by Firm, Subscriber Party, or Consultant, upon notice from SCCMLS.

11. Consultant acknowledges that (as among the parties to this Agreement) Firm and SCCMLS possess all right, title, and interest in all copyrights in the SCCMLS Data. Consultant shall not challenge or take any action inconsistent with SCCMLS's and Firm's ownership of or rights in the SCCMLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. Consultant shall not make the SCCMLS Data or the Confidential Information available to any third party, except on behalf of Firm and Subscriber Party and in a manner consistent with Firm's and Subscriber Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the SCCMLS Data, whether commercial or personal. **In the event that Consultant provides services to Participants other than Firm (or to Subscribers affiliated with Firm other than the Subscriber Party), Consultant must enter separate contracts with SCCMLS. Consultant must ascertain, using the Data Interface on a daily basis, that each Participant to which Consultant provides services remains an eligible Participant; and in the case of Subscribers, that each Subscriber Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in SCCMLS terminating all of Consultant's access to the SCCMLS Data under this Agreement and all similar agreements.** The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

13. Consultant warrants that any effort or use of the SCCMLS Data will not constitute patent infringement of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

14. Consultant shall pay the fees, if any, that SCCMLS customarily charges other consultants for data access. Consultant acknowledges receipt of SCCMLS's current schedule of such fees, if any. SCCMLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Consultant. Consultant shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

15. Consultant is surety for Firm's and Subscriber Party's obligations to pay fees under Paragraph 8. The provisions of the preceding sentence shall survive the expiration or other termination of this Agreement in perpetuity. Consultant shall notify SCCMLS within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

AUDITS OF COMPLIANCE

16. SCCMLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm, Subscriber Party, and Consultant to the extent reasonably necessary to ascertain Firm's, Subscriber Party's, and Consultant's compliance with this Agreement ("Audit"). SCCMLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's, Subscriber Party's, and Consultant's web sites, Mobile Applications, and systems to ensure that SCCMLS Data is displayed in accordance with the SCCMLS Policies; using all features available to end-users of Firm's, Subscriber Party's, and Consultant's systems that employ the SCCMLS Data; and posing as consumers to register and test services Firm, Subscriber Party, and Consultant make available to consumers using the SCCMLS Data. SCCMLS shall pay the costs it incurs, and the out-of-pocket costs Firm, Subscriber Party, and Consultant incur, as part of any Audit; provided, however, Firm or Subscriber Party shall be liable for all costs of any Audit that discloses that Firm, Subscriber Party, or Consultant has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

CONFIDENTIAL INFORMATION

17. The parties shall 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 if such disclosure is required by law or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

TERM AND TERMINATION

18. The term of this Agreement begins on the date that SCCMLS signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Firm's privileges as a Participant in SCCMLS; (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 Firm's notice to a Consultant that Consultant is no longer designated to provide IDX, or VOW services to it; (f) with regard to any Subscriber Party, immediately upon any event that results in the Subscriber Party no longer being affiliated with Firm; (g) as provided in Paragraphs 28 and 31.

19. In the event Firm's privileges as a Participant (or Subscriber Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and SCCMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if SCCMLS resumes its obligations under Paragraphs 2 and 3. In the event Firm, Subscriber Party, or Consultant breaches this Agreement and entitles SCCMLS to terminate under Paragraph 18, SCCMLS may in its sole discretion suspend its performance instead of terminating this Agreement. SCCMLS may make this election by notice to the other parties within three

days after the initiation of the suspension. Firm's, Subscriber Party's, and Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Firm, Subscriber Party, and Consultant shall make no further use of the SCCMLS Data or any derivative works based on it (except the portions of it relating to Firm's own listings) until and unless Firm's or Subscriber Party's rights under this Agreement are restored.

GENERAL PROVISIONS

20. **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of South Carolina, without regard to its conflicts and choice of law provisions.

21. **Survival of Obligations.** The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity. Other provisions shall survive according to their terms.

22. **SCCMLS's Remedies.** (a) Injunctive relief: Because of the unique nature of the SCCMLS Data and Confidential Information, Firm, Subscriber Party, and Consultant acknowledge and agree that SCCMLS would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate SCCMLS for a breach. SCCMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm, Subscriber Party, or Consultant, or any one of them, without showing or proving any actual damages sustained by SCCMLS, and without posting any bond. (b) Liquidated damages: Firm, Subscriber Party, and Consultant acknowledge that damages suffered by SCCMLS from access to the SCCMLS Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the SCCMLS Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to SCCMLS to enter into this Agreement, Firm, Subscriber Party, and Consultant agree that in the event Firm, Subscriber Party, Firm-Related Persons, or Consultant, or its employees, agents, or contractors, disclose any password to access the SCCMLS Data or disclose the SCCMLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm, Subscriber Party, and Consultant shall be liable to SCCMLS for liquidated damages in the amount of \$15,000 for each such disclosure and termination of this Agreement. Liability of Firm, Subscriber Party, and Consultant under this paragraph is joint and several.

23. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL SCCMLS BE LIABLE TO FIRM, SUBSCRIBER PARTY, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF SCCMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL SCCMLS BE LIABLE TO FIRM, SUBSCRIBER PARTY, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM, SUBSCRIBER PARTY, AND CONSULTANT HAVE PAID SCCMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. FIRM, SUBSCRIBER PARTY, AND CONSULTANT ACKNOWLEDGE THAT SCCMLS PROVIDES THE SCCMLS 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. SCCMLS SHALL NOT BE LIABLE TO FIRM, SUBSCRIBER PARTY, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE SCCMLS DATA, ANY FAILURE TO UPDATE THE SCCMLS DATA PROMPTLY, OR THE SCCMLS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. SCCMLS makes no warranty, including those regarding title, availability, or non-**

infringement, regarding trademarks licensed under this Agreement, if any.

24. **Dispute resolution; Attorney's fees.** In the event SCCMLS claims that Firm, Subscriber Party, or Consultant has violated the SCCMLS Policies, SCCMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the SCCMLS Policies, provided SCCMLS does not also base a claim that Firm, Subscriber Party, or Consultant has breached this Agreement on the same facts. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of South Carolina located in Charleston County or the federal court of the United States situated therein, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to SCCMLS's disciplinary procedures. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

25. **Indemnification.** Subject to Paragraph 23, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall 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 and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. Consultant indemnifies SCCMLS, Firm, Subscriber Party, or customers of SCCMLS, Firm, or Subscriber Party, to whom Consultant provides a product or service using SCCMLS Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim of patent infringement. The Indemnified Parties shall (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 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.** No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

29. **Entire Agreement; Amendment.** Subject to SCCMLS 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. SCCMLS may amend this agreement by providing 30 days' advance notice of the amendment to all other parties; if any party continues to use the Data Interface or the SCCMLS Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

30. **Relationship of the Parties.** The parties hereunder are independent contractors. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of SCCMLS or have any authority to make any agreements or representations on the behalf of SCCMLS. 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 that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

(The remainder of this page intentionally left blank.)

South Carolina Satewide Commercial MLS, Inc. Participant Data Access Agreement

Under this Agreement, **FIRM AND SUBSCRIBER PARTY ARE PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE.** If Firm or Subscriber Party chooses to engage a different consultant or additional consultants, Firm must enter into a new version of this Agreement with SCCMLS and each such consultant.

Under this Agreement, **CONSULTANT IS PERMITTED TO WORK ONLY WITH THE FIRM AND SUBSCRIBER PARTY NAMED HERE.** Consultant may not use data obtained under this Agreement to provide any services to Participants other than Firm, or with Subscribers affiliated with Firm except the Subscriber Party. Consultant must enter into a new version of this Agreement with SCCMLS and each additional Participant or amend this Agreement with SCCMLS to add additional Subscribers affiliated with Firm as Subscriber Parties.

If Firm or Subscriber Party will perform its own technical work and there is no Consultant party to this Agreement, Firm should cross out the Consultant signature box. If this Agreement is for services to Firm only, and there is no Subscriber Party, Firm should cross out the Subscriber Party signature box.

This Agreement is for the following uses (check all that apply):

IDX **VOW** **Firm Internal Use.**

<p>SCCMLS: South Carolina Satewide Commercial MLS, Inc.</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>Date: _____</p> <p>(effective date of this Agreement)</p> <p>Contact for notices and operations matters</p> <p>Name: Joseph Cullom _____</p> <p>Phone: 843-760-9400 _____</p> <p>Email: joseph@charlestonrealtors.com _____</p>	<p>CONSULTANT</p> <p>_____</p> <p>Consultant name</p> <p>_____</p> <p>Signature of owner or officer</p> <p>_____</p> <p>Name of owner or officer</p> <p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p> <p>_____</p>
<p>FIRM</p> <p>_____</p> <p>Firm name</p> <p>_____</p> <p>Signature of owner or officer</p> <p>_____</p> <p>Name of owner or officer</p> <p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p> <p>_____</p> <p>Second or Third Level Domain or Mobile Application:</p> <p>_____</p> <p><input type="checkbox"/> IDX <input type="checkbox"/> VOW</p> <p>(If more than one will be used, specify each in Exhibit A.)</p>	<p>SUBSCRIBER PARTY</p> <p>(If there is more than one, have each named and sign on Exhibit A.)</p> <p>_____</p> <p>Subscriber Party name</p> <p>_____</p> <p>Signature of Subscriber Party</p> <p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p> <p>_____</p> <p>Second or Third Level Domain or Mobile Application:</p> <p>_____</p> <p><input type="checkbox"/> IDX <input type="checkbox"/> VOW</p> <p>(If more than one will be used, specify each in Exhibit A.)</p>

South Carolina Satewide Commercial MLS, Inc. Participant Data Access Agreement

Exhibit A – Additional Requirements

1. **Additional Domains and Mobile Applications.** In addition to the Second and Third Level Domains specified on the signature page Firm, Subscriber Party, and Consultant may display SCCMLS Data subject to the terms of this Agreement at the following Second and Third Level Domains and Mobile Applications (attach additional pages if necessary):

_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW

2. **Additional Subscriber Parties:** If there are two or more Subscriber Parties, each Subscriber Party after the first is identified by name here, and each must sign this Agreement. Each Subscriber Party listed here consents to SCCMLS making communications and notices under this Agreement to Firm only. (Attached additional pages if necessary.)

_____	_____
Name	Signature
_____	_____
Name	Signature
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