Greater Hudson Valley Multiple Listing Service, Inc.
Participant Data Access Agreement

This **AGREEMENT** is made and entered into by Greater Hudson Valley Multiple Listing Service, Inc. ("**GHVMLS**"), with offices at 9 Coates Drive, Suite 1, Goshen, NY 10924;

Name of Agent ("**Firm**"),

With offices at Agent's Address;

the Salespersons affiliated with Firm that are identified on the signature page and in Exhibit A, if any (collectively the "**Salesperson Party**"); and

WolfNet Technologies ("**Consultant**"),

With offices at 211 N. 1st Street Suite 455
Minneapolis, MN 55401.

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

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

Firm Contribution: Content Firm contributes to the GHVMLS Data relating to its own listings for sale.

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

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

GHVMLS 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 GHVMLS's databases by Subscribers and GHVMLS, or on their behalf.

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

Other Permitted Uses: Use or transmission of the Firm Contribution to third parties, subject to the terms of the "Firm Contribution Addendum" attached, if any.

REDX℠: Use and display of portions of the GHVMLS Data under the Real Estate Data Exchange provisions of the GHVMLS Policies.

Salesperson: Any person holding a real estate license in New York who is not a Participant (as the term is defined in the MLS Policies) but who is subject to a Participant's supervision under the laws of New York.

Subscriber: Any licensed real estate broker who is a Participant (as the term is defined in the GHVMLS Policies) together with salespersons and broker associates licensed to the Participant, for whom the Participant is responsible under the laws of the State of New York. "Subscriber" does not apply to participants of MLSs other than GHVMLS.

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

GHVMLS'S OBLIGATIONS

2. GHVMLS grants to Firm and Salesperson Party a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the GHVMLS Data, 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 GHVMLS 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. GHVMLS retains all rights not expressly granted herein.

3. GHVMLS agrees to provide to Firm (and Salesperson Party, where applicable) and Consultant, during the term of this Agreement, (a) access to the GHVMLS Data via the Data Interface under the same terms and conditions GHVMLS offers to other Subscribers; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the GHVMLS Policies. GHVMLS does not undertake to provide technical support for the Data Interface or the GHVMLS Data.

FIRM'S OBLIGATIONS

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

5. Firm and Salesperson Party shall use the GHVMLS Data obtained under this Agreement for Firm Internal Use, REDX℠, VOW, and Other Permitted Uses only. Any other use is strictly prohibited. Firm and Salesperson Party shall not make the GHVMLS Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Firm and Salesperson Party may display the GHVMLS Data on a web site available to the public only to the extent permitted by the GHVMLS Policies and then only on a site or sites resident at the second-level and third-level domain(s) 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 Salesperson Party acknowledge that ownership and use rights relating to copyrights in the GHVMLS Data are defined in the GHVMLS Policies or in the terms of the participant and subscriber agreements between GHVMLS Firm and Salesperson Party, or both. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

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

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

9. Firm is surety for Salesperson 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 GHVMLS Policies within its control, whether committed by Firm, Salesperson Party, or Consultant, upon notice from GHVMLS.

11. Consultant acknowledges that (as among the parties to this Agreement) Firm and GHVMLS possesses all right, title, and interest in all copyrights in the GHVMLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. Consultant shall not make the GHVMLS Data or the Confidential Information available to any third party, except on behalf of Firm and Salesperson Party and in a manner consistent with Firm's and Salesperson Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the GHVMLS Data, whether commercial or personal. **In the event that Consultant provides services to Participants other than Firm (or to Salespersons affiliated with Firm other than the Salesperson Party), Consultant must enter separate contracts with GHVMLS. 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 Salespersons, that each Salesperson Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in GHVMLS terminating all of Consultant's access(es) to the GHVMLS 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 shall notify GHVMLS within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

CONFIDENTIAL INFORMATION

14. 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.

15. Within five days after the 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

16. The term of this Agreement begins on the date that GHVMLS 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 Subscriber; (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 REDX℠ or VOW services to it; (f) with regard to any Salesperson Party, immediately upon any event that results in the Salesperson Party no longer being affiliated with Firm; (g) as provided in Paragraphs 26 and 29.

17. In the event Firm's privileges as a Subscriber (or Salesperson Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and GHVMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if GHVMLS resumes its obligations under paragraphs 2 and 3. In the event Firm, Salesperson Party, or Consultant breaches this Agreement and entitles GHVMLS to terminate under Paragraph 16, GHVMLS may in its sole discretion suspend its performance instead of terminating this Agreement. GHVMLS may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Salesperson Party's, and Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, neither Firm, Salesperson Party, nor Consultant shall make any further use of the GHVMLS Data or any derivative works based on it (except the Firm Contribution) until and unless Firm's or Salesperson Party's rights under this Agreement are restored.

GENERAL PROVISIONS

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

19. **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.

20. **GHVMLS's Remedies**. Because of the unique nature of the GHVMLS Data and Confidential Information, Firm, Salesperson Party, and Consultant acknowledge and agree that GHVMLS 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 GHVMLS for a breach. GHVMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm, Salesperson Party, or Consultant or any one of them, without showing or proving any actual damages sustained by GHVMLS, and without posting any bond.

21. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL GHVMLS BE LIABLE TO FIRM, SALESPERSON PARTY, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF GHVMLS 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 GHVMLS BE LIABLE TO FIRM, SALESPERSON PARTY, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE LESSER OF (A) FEES FIRM, SALESPERSON PARTY, AND CONSULTANT HAVE PAID GHVMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES, AND (B) $250. FIRM, SALESPERSON PARTY, AND CONSULTANT ACKNOWLEDGE THAT GHVMLS PROVIDES THE GHVMLS 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. GHVMLS SHALL NOT BE LIABLE TO FIRM, SALESPERSON PARTY, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE GHVMLS DATA, ANY FAILURE TO UPDATE THE GHVMLS DATA PROMPTLY, OR THE GHVMLS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. GHVMLS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.**

22. **Dispute resolution; Attorney's fees**. In the event GHVMLS claims that Firm, Salesperson Party, or Consultant has violated the GHVMLS Policies, GHVMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the GHVMLS Policies, provided GHVMLS does not also base a claim that Firm, Salesperson 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 New York located in Orange 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. If any party prevails in any action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to its reasonable attorney's fees and costs for the legal action

23. **Indemnification.** Subject to the terms of Paragraph 22, 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. 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 such claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

24. **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.

25. **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.

26. **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.

27. **Entire Agreement**. Subject to GHVMLS 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.

28. **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 GHVMLS or have any authority to make any agreements or representations on the behalf of GHVMLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

29. **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.

FOR INTERNAL USE ONLY – Do Not Write in this box.

Data Feed Use – 1 Per Agreement:

__ IDX/REDX **__ Firm/Office Listings Only**

MLS Office Codes _____, _____, _____

_____, _____, _____, _____, _____

__ Internal/Back Office Only **__ VB**

GHVMLS PC#: _____ **Processed Date: _____** **Initials: _____**

GHVMLS, Inc. Participant Data Access Agreement

Under this Agreement, **FIRM AND SALESPERSON PARTY ARE PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE**. If Firm or Salesperson Party chooses to engage a different consultant or additional consultants, Firm must enter into a new version of this Agreement with GHVMLS and each such consultant. Under this Agreement, **CONSULTANT IS PERMITTED TO WORK ONLY WITH THE FIRM AND SALESPERSON PARTY NAMED HERE**. Consultant may not use data obtained under this Agreement to provide any services to Participants other than Firm, or with Salespersons affiliated with Firm except the Salesperson Party. Consultant must enter into a new version of this Agreement with GHVMLS and each additional Participant or amend this Agreement with GHVMLS to add additional Salespersons affiliated with Firm as Salesperson Parties.

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

FIRM

Name of Brokerage
Firm name

Signature of Broker of Record
Signature of owner or officer

Name of Broker of Record
Name of owner or officer

Date: Date

Contact for notices and operations matters

Name: Name of Agent
Phone: Agent's Phone Number
Email: Agent's Email Address
Mailing: Agent's Address

2nd Level Domain: Agent's URL / Website

(If more than one will be used, specify each in Exhibit A.)

SALESPERSON PARTY

(If there is more than one, have each named and sign on Exhibit A.)

Salesperson Party Name
Salesperson Party name

Signature of Salesperson
Signature of Salesperson Party

Date: Date

Contact for notices and operations matters

Name: Name of Salesperson
Phone: Salesperson Phone Number
Email: Salesperson Email Address
Mailing: Salesperson Address

2nd or 3rd Level Domain:

(If more than one will be used, specify each in Exhibit A.)

GHVMLS

Greater Hudson Valley Multiple Listing Service, Inc.

Signature

Name

Date:

(effective date of this Agreement)

Contact for notices and operations matters

Name:
Phone:
Email:
Mailing:

CONSULTANT

WolfNet Technologies, LLC
Consultant name

Signature for WolfNet Technologies
Signature of owner or officer

Joel P. MacIntosh - CEO
Name of owner or officer

Date: Date

Contact for notices and operations matters

Name: MLS Coordinator
Phone: 612-342-0088
Email: mlsnotify@wolfnet.com
Mailing: 211 N. 1st Street Suite 455
Minneapolis, MN 55401

This signed agreement must be submitted to GHVMLS along with the required $99 annual fee. The fee is due from the GHVMLS subscriber and will be billed annually.

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Exhibit A – Additional Requirements

1. **Additional Domains**. In addition to the 2nd and 3rd level domains specified on the signature page Firm, Salesperson Party, and Consultant may display GHVMLS Data subject to the terms of this Agreement at the following 2nd and 3rd level domains:

Additional Agent URLs / Websites

_____

_____

_____

_____

_____

_____

2. **Additional Salesperson Parties**: If there are two or more Salesperson Parties, each Salesperson Party after the first is identified by name here, and each must sign this Agreement. Each Salesperson Party listed here consents to GHVMLS making communications and notices under this Agreement to Firm only.

Additional Salesperson Parties

_____

Name Signature

_____

Name Signature

_____

Name Signature

_____

Name Signature

_____

Name Signature

_____

Name Signature

_____

Name Signature

This signed agreement must be submitted to GHVMLS along with the required $99 annual fee. The fee is due from the GHVMLS subscriber will be billed annually.

greater hudson valley
MULTIPLE LISTING SERVICE

Serving Orange, Rockland, Sullivan & Ulster Counties
Visit us online at www.ghvmls.com

- PO BOX 549, 9 COATES DR., GOSHEN, N.Y. 10924 PH 845-294-7905 FAX 294-3414
- *Branch office: 2 Medical Park Dr – Suite 17, West Nyack, NY 10994 PH 845-358-7080*

RETS Data Request Payment Form

Only payments from GHVMLS subscribers can be accepted

Subscriber Name: Name of Agent
PLEASE PRINT

Office Name: Name of Brokerage Office City: Office City

$99 Fee must accompany Request
Payable to GHVMLS - POB 549, Goshen, NY 10924. Renewal Billed Annually

☐ Paid By Check #: _____ ☐ AmX ☐ MC ☐ Visa

Card # _____ Exp. Date: _____ / _____
Month Year

Card Holder Name Name on Credit Card Phone # Card holder's phone #
Please Print

Card Holder Billing Address Card Holder Billing Address

City _____ State _____ Zip _____

Card holder Signature: Card Holder's Signature **Date**: Date