

IDX VENDOR AGREEMENT

This IDX Vendor Agreement (the “**Agreement**”) is made by and between the Palestine Association of REALTORS®, Inc. (hereinafter referred to as “**Palestine AOR**”), and:

_____ Broker Name
_____ Firm Name
_____ Address
_____ City State Zip
()
_____ Phone
_____ Email
_____ Firm Website
_____ Fax

hereinafter referred to as “Participant”

_____ Agent Name (if applicable)
_____ Street Address
_____ City State Zip
()
_____ Phone
_____ Email
_____ Agent’s Website
_____ Fax

hereinafter referred to as “Subscriber”

_____ IDX Vendor Company Name
_____ Address
()
_____ Phone
_____ Contact Email

hereinafter referred to as “IDX Vendor”

_____ Contact Name
_____ City State Zip
_____ Fax
_____ Website

Participant, IDX Vendor, and Subscriber, if applicable, are jointly referred to herein as “Licensees”.

1. License. Subject to the provisions, terms and conditions set forth in this Agreement and in the Palestine AOR MLS Rules and Regulations (the “**Palestine AOR MLS Rules**”), Palestine AOR hereby grants to Licensees during the Term a non-exclusive, non-transferable revocable license to access the current aggregated compilation of Palestine AOR listing content available for Internet Listing Display which excludes those listings where the property seller has opted out of Internet publication by so indicating on the listing contract (the “**Palestine AOR MLS Content**”) for the SOLE purpose of integrating the Palestine AOR MLS Content into the website or mobile application as identified on the signature page hereof (the “**Member IDX Display**”). The Palestine AOR MLS Content shall include all active and pending listings available for internet display.

2. Restrictions. (a) The license granted in this Agreement is for use only in conjunction with Participant’s or Subscriber’s ordinary licensed real estate business activities and for no other purpose. IDX Vendor specifically understands and agrees it is not authorized to use the Palestine AOR MLS Content in any other product or service or display the Palestine AOR MLS Content on its own website(s) or the website of any third party. (b) IDX Vendor shall not disclose or provide the Palestine AOR MLS Content, or access thereto, to any affiliates, parent organization, subsidiaries, corporate partners, consultants, shareholders, agents, third parties or any persons within its organization not having a need to know for the purposes permitted in this Agreement. (c) Except as otherwise provided in this Agreement, Licensees shall not copy, modify, transfer, reproduce, sell, Palestine AOR MLS Content or participate in or allow such modification, transfer, reproduction, sale, publication or exploitation by any person except with the prior written consent of Palestine AOR. Licensees shall not remove any intellectual property notice or watermark from the Palestine AOR MLS Content.

3. Term. The Term of this Agreement shall be one (1) year commencing on the date the last party executes this Agreement (the "Effective Date") and shall automatically extend for additional one (1) year Terms unless any party shall notify the others of its intention to terminate this Agreement, in writing, sixty (60) days prior to the end of the initial Term or any extension thereof or unless otherwise terminated as provided in this Agreement.

4. Fees. Licensees shall pay license fees to Palestine AOR for access to the Palestine AOR MLS Content, the amount and terms of which shall be set forth in a written notice to Licensees at any point throughout the term of this Agreement. The license fees shall be due ninety (90) days after the date of written notice. In the event Licensees disagree with the payment terms set forth in the written notice, Participant, Subscriber and/or IDX Vendor may terminate this Agreement by providing written notice to Palestine AOR within the ninety (90) day period prior to the commencement of the license fees. Palestine AOR will accept payment of the license fees from Participant, Subscriber or IDX Vendor; however, Licensees will be jointly and severally liable if such license fees are not paid.

5. Set-Up Costs. Licensees shall provide their own hardware, software and bear their own programming, technology and methodology expenses, if any, relating to the integration of Palestine AOR MLS Content into Member IDX Display and shall provide for all telecommunication needs in order to facilitate the accessibility of the Palestine AOR MLS Content.

6. Monthly Report. IDX Vendor shall, on or before the last day of each month commencing on the last day of the month following the Effective Date, provide to Palestine AOR a report which shall set forth the number of Palestine AOR members for whom IDX Vendor has provided an IDX Display and each member's name and Member IDX Display URL or mobile application name. IDX Vendor agrees that it will at all times maintain accurate and complete books and records of all of IDX Vendor's Palestine AOR member clients and all payments due to Palestine AOR, if any.

7. Member IDX Display. Participant and Subscriber understand and agree this Agreement only licenses display of the Palestine AOR MLS Content on Member IDX Display URL or mobile application set forth on the signature page of this Agreement. Display of the Palestine AOR MLS Content on any other website or mobile application owned by Participant or Subscriber shall require the execution of a separate license agreement and payment of additional fees. Participant and Subscriber acknowledge that Member IDX Display URL and/or mobile application must be registered to Participant or Subscriber.

8. Participant's Responsibility for Use. If the license granted in this Agreement is for the display of the Palestine AOR MLS Content on the Member IDX Display of a Subscriber, Participant acknowledges and understands Participant is responsible for supervising Subscriber's use of the Palestine AOR MLS Content and shall be liable for Subscriber's failure to comply with this Agreement or the Palestine AOR MLS Rules.

9. Copyright Notice. IDX Vendor shall design Member IDX Display such that any report generated therefrom and any page displaying the Palestine AOR MLS Content shall also display the Palestine AOR logo, in the form and format provided by Palestine AOR, adjacent to the following copyright notice: "**© 2018 [or current year] Palestine Association of REALTORS®, Inc. All rights reserved.**" IDX Vendor shall not use the Palestine AOR logo for any other purpose unless authorized in writing by Palestine AOR.

10. Disclaimer. IDX Vendor shall design Member IDX Display such that any report generated therefrom and any page displaying the Palestine AOR MLS Content shall also display the following disclaimer: "**Based on information from the Multiple Listing Service of the Palestine Association of REALTORS® for the period (date) through (date). All information provided is deemed reliable but is not guaranteed and should be independently verified. The Palestine Association of REALTORS® provides the MLS and all content therein "AS IS" and without any warranty, express or implied.**"

11. Access; Security of Access ID and Penalties for Disclosure. Within five (5) business days of the Effective Date, Palestine AOR shall provide IDX Vendor access to the Palestine AOR MLS Content via RETS and secure password. IDX Vendor understands and agrees the IDX Vendor's access ID and password are owned by Palestine AOR. IDX Vendor shall treat the access ID or password as private, confidential and personal and shall safeguard and maintain its confidentiality. Licensees shall be jointly and severally liable for any consequences that may result from unauthorized disclosure of IDX Vendor's access ID or password, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for damages.

12. Membership Status; Information Changes. Licensees acknowledge that if Participant or Subscriber, as applicable, is no longer a member of Palestine AOR or if its status with Palestine AOR is inactive, access to the Palestine AOR MLS Content will be denied until Participant's and/or Subscriber's status is returned to active. IDX Vendor acknowledges and understands this Agreement shall be terminated immediately in the event IDX Vendor no longer provides services to

Participant or Subscriber. IDX Vendor, Participant and Subscriber agree to notify Palestine AOR within ten (10) days of any change to its information set forth in this Agreement.

13. Breach. Within five (5) business days of becoming aware of any breach of this Agreement, Palestine AOR shall notify Licensees, specifying the nature of the breach. Licensees shall have ten (10) business days to mutually determine which of them is the cause of the breach and the party at cause shall cure said breach within the next ten (10) business days. If Licensees are unable to determine the party at cause, they shall be jointly and severally liable to cure the breach, within the ten (10) business day cure period. If not cured within such time, Palestine AOR may immediately terminate this agreement. In the event of termination, IDX Vendor shall disable the display of the Palestine AOR MLS Content on the Member IDX Display, shall delete all Palestine AOR MLS Content from its servers and files, in any form or format, and shall certify to Palestine AOR in writing within ten (10) days of the date of termination that it has complied with the terms of this section 13.

14. Confidentiality & Suspension. (a) IDX Vendor acknowledges that the Palestine AOR MLS Content is proprietary to Palestine AOR and its suppliers and has been developed as commercial trade secrets at the expenditure of Palestine AOR's time and money and is furnished to IDX Vendor in trust. IDX Vendor agrees it will hold the Palestine AOR MLS Content in the same manner as it deals with its own proprietary information and trade secrets. (b) IDX Vendor shall use industry standard technological safeguards to protect the Palestine AOR MLS Content from unauthorized disclosure, with particular respect to consumer information that is considered "sensitive", but in any event shall use no less than the same standard of care IDX Vendor uses to protect its own confidential or proprietary information. (c) IDX Vendor will issue appropriate instructions to its authorized users having access to the Palestine AOR MLS Content concerning the restrictions contained herein and shall monitor all use thereof. (d) Upon Participant's, Subscriber's, or IDX Vendor's violation of this paragraph and without cause stated, Palestine AOR may exclude Licensees from access to the Palestine AOR MLS Content and suspend or terminate this agreement upon notification by Palestine AOR.

15. Ownership and Dissemination of the Palestine AOR MLS Content. (a) Licensees acquire no proprietary rights in or to Palestine AOR MLS Content or in any data elements contained therein. Palestine AOR and its data suppliers shall remain the exclusive owners of all rights, title and interest in and to the Palestine AOR MLS Content licensed hereunder and all copyrights and renewals thereof, heretofore or hereafter secured therein. All publication, dissemination and other rights to the Palestine AOR MLS Content licensed hereunder are reserved for Palestine AOR in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by Palestine AOR or its assignees or grantees at any time and from time to time without obligation or liability to Licensees. (b) IDX Vendor shall remain the exclusive owner of all rights, title and interest in and to IDX Vendor's products and services provided under this Agreement.

16. Limitation and Disclaimers. PALESTINE AOR AND ITS DATA SUPPLIERS ARE NOT RESPONSIBLE FOR ERRORS OR OMISSIONS. ACCESS TO AND USE OF THE PALESTINE AOR MLS CONTENT IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER PALESTINE AOR NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS OF A PARTICULAR PURPOSE OR NONINFRINGEMENT, WITH RESPECT TO THE PALESTINE AOR MLS CONTENT. Palestine AOR disclaims any warranty that the Palestine AOR MLS Content is error-free or that access to the Palestine AOR MLS Content will be uninterrupted.

17. Responsibility For Use; Limitation of Liability. IDX Vendor assumes sole responsibility for all use of the Palestine AOR MLS Content in IDX Vendor's services provided to Participant and/or Subscriber, which use IDX Vendor acknowledges to be at its own risk. The data contained in the Palestine AOR MLS Content is sourced from public, publicly available or non-public sources. Neither Palestine AOR nor any Palestine AOR MLS Content supplier is responsible for errors or omissions. Palestine AOR's full liability hereunder for any and all claims of damages, for any cause whatsoever, and regardless of the form of the actions, whether in contract or tort, including negligence, shall be limited to the fee paid by Licensees for access to and use of the Palestine AOR MLS Content, during the period any events which are the basis for any such claim(s) occur. IN NO EVENT SHALL Palestine AOR BE LIABLE FOR ANY DAMAGES RESULTING FROM PARTICIPANT'S, SUBSCRIBER'S, OR IDX VENDOR'S INABILITY OR FAILURE TO PERFORM PROFESSIONAL WORK OR FOR ANY LOST PROFITS OR ANY OTHER CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES RELATING IN WHOLE OR PART TO LICENSEES' RIGHTS UNDER THIS AGREEMENT, EVEN IF Palestine AOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Palestine AOR's data suppliers are not responsible for any damages including, but not limited to, those incurred as a result of lost profits or revenue, loss of use of access to the Palestine AOR MLS Content, loss of the Palestine AOR MLS Content, or the cost of recovering access to the Palestine AOR MLS Content, the cost of any substitute therefor, or claims by third parties, or for other similar costs. In no event shall any of the Palestine AOR MLS Content suppliers be liable for any damages resulting from IDX Vendor's inability or failure to access the Palestine AOR System or any use or availability of the Palestine AOR MLS Content.

18. Injunctive Relief. Licensees acknowledge that Palestine AOR may suffer great harm if Licensees misappropriate the Palestine AOR MLS Content or access to the Palestine AOR MLS Content. The parties agree Palestine AOR may seek injunctive or other equitable relief against the breach or threatened breach of this Agreement in addition to any other legal remedies which may be available, and Licensees waive any obligation of Palestine AOR to post a bond or other surety or security in the event Palestine AOR is successful in securing a preliminary injunction. Any injunctive relief awarded to Palestine AOR shall not limit Palestine AOR's ability to secure any other appropriate relief by reason of Licensees' breach of this Agreement.

19. Jurisdiction. In any dispute arising out of this Agreement, this Agreement shall be construed and governed in accordance with the laws of the State of Texas, without giving effect to conflicts of law provisions, and the parties hereby submit to the exclusive jurisdiction of and venue in any state or federal courts located within the State of Texas with respect to such dispute.

20. Assignment. This Agreement may not be assigned by Participant, Subscriber, or IDX Vendor without Palestine AOR's prior written consent.

21. Force Majeure. No party shall be responsible for reasonable delays or failures in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, acts of God, strikes, lock-outs, riots, acts of war, epidemics, governmental regulation superimposed after the fact, fire, communication line failures, power failures, tornados, earthquakes or other disasters.

22. Compliance. Each party agrees that it will perform its obligations hereunder in accordance with all the applicable laws, rules and regulations now or hereafter in effect, including, but not limited to the Palestine AOR MLS Rules Applicable to Internet Data Exchange (IDX), a copy of which has been provided to IDX Vendor as of the Effective Date, and the Palestine AOR MLS Rules, all as may be amended from time to time.

23. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

24. Amendments. No amendment of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of all parties.

25. Independence. Nothing contained in this Agreement, nor in the relationship created hereby, should be interpreted to evidence a joint venture, partnership, or principal/agent relationship as between the Parties.

26. Non-Waiver. Waiver by Palestine AOR of any breach of any provision of this Agreement by Licensees shall not operate or be construed as a waiver of any subsequent or other breach by Licensees.

27. Authority. Each party warrants it has full power and authority to enter into and perform this Agreement and the persons signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

28. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to this subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

29. Notices. Any notice required or permitted to be given hereunder shall be by "confirmed email" (effective only upon confirmation of receipt by the recipient) to the email address as set forth on the face of this Agreement or in writing sent by accountable means such as Federal Express or certified mail to Participant, Subscriber, and IDX Vendor at their respective address on the first page of this Agreement and to Palestine AOR at 1115 San Jacinto Blvd., Ste. 200, Austin, TX 78701.

30. Privacy. IDX Vendor agrees to comply with all applicable privacy, data security, best practices and all other laws, rules and regulations relevant to IDX Vendor's business model.

31. Captions. The captions in this Agreement are included for convenience of reference only and will not be construed to define or limit any of the provisions contained herein.

32. Counterparts. This Agreement may be executed in any number of counterparts by the parties in separate counterparts, each constituting an original, and all such counterparts constituting one and the same Agreement.

Palestine AOR: _____ **IDX VENDOR:** _____ **PARTICIPANT:** _____

By: _____ By: _____ By: _____

Name: _____ Name: _____ Name: _____

Title: _____ Title: _____ Title: _____

Date: _____ Date: _____ Date: _____

SUBSCRIBER (if applicable): _____

By: _____

Name: _____

Title: _____

Date: _____

Member IDX Display URL or mobile application name: _____