

Broker Public Portal MLS Agreement

The Multiple Listing Service described in the signature block below (“MLS”) and National Broker Portal LLC (“NBP”, further defined in Section 1(p)) agree to the following terms, effective as of the date in the signature block. MLS and NBP agree as follows:

DEFINITIONS

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

(a) **Active Listings:** All property listings that are currently for sale, auction, or lease.

(b) **NBP Properties:** The consumer-facing websites and mobile applications owned by, operated by, or under the control of NBP. NBP Properties do not include Homesnap Pro Suite or Premium Products.

(c) **Confidential Information:** “Confidential Information” means information and material proprietary to the disclosing party, or designated “confidential” by the disclosing party, and not generally known to the public, that the receiving party 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 and other information of a similar nature (whether in oral, visual, audio, written or other form): (a) all MLS Data, except to the extent to which this Agreement permits its disclosure; (b) IP addresses, access codes and passwords; (c) any information the disclosing party obtains from any third party that the disclosing party treats as proprietary or designates as Confidential Information, whether or not owned or developed by the disclosing party; and (d) any information designated as confidential or private from time to time 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; is independently developed by the receiving party; is received from a third party who has lawfully obtained and disclosed it without breaching any confidentiality agreement; or is already known by the receiving party at the time of its disclosure.

(d) **Data Interface:** A Real Estate Transaction Standard (RETS) data feed or another transport protocol and payload format mutually agreed upon by the parties.

(f) Intentionally Blank

(g) **Homesnap Pro Suite:** The suite of products for Subscribers, Participants, their clients, and MLS described in Exhibit B.

(h) **Licensed Data:** Licensed Basic Data and Licensed Pro Data, if applicable.

(i) **Licensed Basic Data:** The following subset of the MLS Data licensed for use under this Agreement on NBP Properties:

(i) **Opt-out.** Licensed Basic Data is provided on behalf of Participants on an “opt-out” basis meaning that Basic Data includes MLS Data of all MLS Participants, except those who have affirmatively indicated that MLS should not provide NBP their data (“opted out”). However, if MLS does not provide data on an opt-out basis to any Publisher, MLS may provide MLS Data on an “opt-in” basis meaning that the License Data includes MLS Data of Participants that affirmatively choose to send data to NBP (“opted in”).

(ii) **Statuses.** Licensed Basic Data includes Active Listings. Licensed Basic Data also includes Sold Listings if MLS allows any other Publisher to display Sold Listings for any reason.

(iii) **Categories.** Licensed Basic Data includes listing records of all categories, including but not limited to single family, multi-family, and condominium residential; lots and land; and commercial (or the equivalent categories).

(iv) **Fields.** Licensed Basic Data includes, at a minimum, all fields that MLS provides to any Publisher. MLS may choose to provide NBP additional fields as part of Licensed Basic Data.

(v) **Media.** Licensed Basic Data includes, at a minimum, all photos and other media that MLS provides to any Publisher. MLS may choose to provide NBP additional media as part of Licensed Basic Data.

(vi) **Roster Information.** Licensed Basic Data includes person name, company name, company physical address, email address, telephone number and other contact information retained in the MLS Data relating to each Participant and Subscriber that is publicly available, unless Participant or Subscriber expressly permits NBP to use non-public information. Roster Information, as part of Licensed Basic Data, shall be used by NBP only for the display purposes specified in this Agreement and for no other purpose.

(vii) **Additional, related content.** Licensed Basic Data includes other content as mutually agreed upon by the parties in writing (including email).

(j) **Licensed Marks:** Those trademarks, service marks, word marks, logos and distinctive marks of all other kinds, if any, provided by MLS to NBP.

(k) **Licensed Pro Data:** The subset of MLS Data licensed for use with the Homesnap Pro Suite, which shall include all Statuses, Categories, Fields, Media and Roster Information available to Subscribers or Participants through any other interface.

(i) **Agent-Only Data:** The subset of Licensed Pro Data that is not Client Data.

(ii) **Client Data:** The subset of Licensed Pro Data that Subscribers or Participants may share with clients or customers via the Homesnap Pro Suite and Premium Products (described in Section 14), which shall include all Statuses, Categories, Fields, Media and Roster Information permitted by MLS Policies to be shared with clients by any other means.

(l) **Live Date:** The date MLS Content is displayed on the NBP Properties and accessible via Homesnap Pro, if MLS chooses to utilize Homesnap Pro.

(m) **MLS Data:** Data relating to real estate for sale, previously sold, or listed for sale or lease and data relating to Participants' listings (including text, photographs, and all other data formats now known or hereafter invented), as well as Participants' and Subscribers' contact information, entered into the MLS's databases by MLS Users.

(n) **MLS Policies:** MLS's rules and regulations, as amended from time to time, and any operating policies promulgated by MLS.

(o) **MLS Users:** Participants, Subscribers, MLS staff persons, and other users of MLSs systems.

(p) **NBP:** The joint venture between Broker Public Portal, LLC and Homesnap, Inc. ("HS").

(q) **Off-Market Listings:** All property listings that are not Active Listings or Sold Listings.

(r) **Participant:** An individual or brokerage office participating in MLS as a principal broker.

(s) **Publisher:** A website or mobile application that displays property listings to the public and is not under the control of a Participant or Subscriber. Publisher expressly excludes IDX websites and VOWs, as those terms are defined in MLS Policies.

(t) **Premium Products:** See Exhibit A for Premium Products definition.

(u) **Sold Listings:** All property listings where a sale, auction, or lease is completed.

(v) **Subscriber:** An individual affiliated with a Participant as non-principal broker, salesperson, or real estate licensee or the equivalent.

MLS LICENSE

2. (a) MLS grants to NBP a limited, worldwide, non-exclusive, non-transferable, royalty-free (except as provided in this Agreement) license to reproduce, sublicense (only for and to achieve the permitted uses under this Agreement), distribute, publicly display and perform the Licensed Basic Data and Licensed Marks on and in connection with operation of NBP Properties and for internal development of the NBP Properties.

(b) Unless MLS elects to not provide Licensed Pro Data and use Homesnap Pro Suite, MLS grants to NBP a limited, worldwide, non-exclusive, non-transferable, royalty-free (except as provided in this Agreement) license to reproduce, sublicense (only for and to achieve the permitted uses under this Agreement), distribute, publicly display and perform Licensed Pro Data and Licensed Marks only on and

in connection with operation of the Homesnap Pro Suite and Premium Products, and for internal development of the Homesnap Pro Suite and Premium Products.

(c) MLS grants the foregoing license or licenses only to the extent necessary to achieve the purposes set out in this Section 2, only during the term of this Agreement, and only to the extent permitted by and subject at all times to the terms and restrictions of this Agreement, including Exhibit A. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. MLS retains all rights not expressly granted herein.

3. MLS represents that MLS has no current, actual knowledge as of the Effective Date that should reasonably cause MLS to conclude that any particular component or components of the Licensed Marks, Licensed Data, including the compilation of the Licensed Data infringes the rights of any third party. If after the Effective Date MLS becomes aware of any claim that any portion of the Licensed Marks, Licensed Data, including the compilation of the Licensed Data infringes the rights of any third party, MLS shall notify NBP of the portion alleged to be infringing.

DATA ACCESS

4. During the term of this Agreement, MLS shall provide to NBP (a) access to the Licensed Data via the Data Interface; and (b) seven days' advance notice of changes to the Data Interface. MLS may use a third party contractor, determined in MLS's sole discretion, to facilitate the data access and any other responsibilities or rights of MLS under this Agreement. MLS does not undertake to provide technical support for the Data Interface or the MLS Data. The Data Interface, together with access to the MLS 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 or unavailability of access to the Data Interface or MLS Data shall not constitute a default by MLS under this Agreement.

NBP'S ACKNOWLEDGEMENTS

5. NBP acknowledges that MLS provides the Licensed Data on an as-is, as-available basis. MLS shall not be liable to NBP for any claim arising from inaccuracies in the Licensed Data or any failure, whether on the part of NBP or of MLS, to update the data promptly.

6. NBP is responsible for any liability or losses of any kind accruing to NBP associated with problems in data integrity, accuracy, or timeliness arising from NBP's use of the Licensed Data.

7. NBP acknowledges that MLS may not include the listings of a Participant or Subscriber in the Licensed Basic Data if that listing Participant's or Subscriber's permission is required under MLS's policies before their listings may be displayed on NBP Properties.

NBP'S OBLIGATIONS

8. NBP shall publicly display Licensed Basic Data on NBP Properties.

9. NBP shall employ reasonable measures to prevent "data piracy" and other unauthorized access and use of the Licensed Data, including efforts to prevent automated harvesting of Licensed Data (or portions of it) by third parties. Reasonable measures include industry-leading practices as generally used by companies of similar size and means to NBP. If a third party gains unauthorized access to Licensed Data by scraping or other unauthorized data harvesting, NBP agrees to take reasonable measures, including legal measures, to prevent the third party's use of Licensed Data. If a third party gains unauthorized access to Licensed Data, NBP will promptly notify MLS of such unauthorized access and MLS may suspend provision of Licensed Data until the unauthorized access has been remedied.

10. NBP shall not make the Licensed Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement.

11. NBP acknowledges that, as among the parties to this Agreement, MLS is sole owner of and possesses all right, title, and interest in all copyrights in the Licensed Data. (MLS acknowledges the rights of Participants and Subscribers in their listings; the previous sentence affects only relations between NBP and MLS.)

12. NBP warrants that any use of the MLS Data by NBP (excluding the MLS Data itself) will not constitute infringement of the patent or other intellectual property rights of any third party.

13. NBP shall conform to the supplemental use restrictions set forth in Exhibit A.

HOMESNAP PRO AND PREMIUM PRODUCTS

14. NBP shall cause HS to provide Homesnap Pro Suite under the following terms, unless MLS elects to not provide Licensed Pro Data and use Homesnap Pro Suite.

(a). **HS to Provide the Homesnap Pro Suite.** HS shall provide the Homesnap Pro Suite (as described in Exhibit B) to MLS, Subscribers, Participants and their clients, at no additional cost to such Subscribers, Participants and clients.

(b). **HS Support and Maintenance.** HS shall maintain and support the Homesnap Pro Suite, at no additional cost to MLS, Subscribers or Participants, as provided in Exhibit C.

(c). **HS Premium Products and Services.** MLS shall permit HS to develop, market and sell additional products and services, outside the scope of the Homesnap Pro Suite, to Subscribers and Participants, as provided in this Agreement (the "Premium Products"). HS warrants Premium Products shall only be available to Participants and Subscribers and it shall comply with supplemental restrictions provided in Exhibit A.

(d) **CAN-SPAM Act:** HS shall comply with the CAN-SPAM Act, and any and all other legal or regulatory requirements, in all communications with Participants or Subscribers.

(e) **Communications to Pro Users:** HS may communicate directly with Participants or Subscribers who are registered users of the Homesnap Pro Suite, provided that HS gives such registered users the ability to opt out of similar future communications; and, when reasonable, enables such registered users to direct such communications to their preferred media.

(f) **Communications to Other Subscribers:** HS may communicate directly with Participants or Subscribers who are not registered users of the Homesnap Pro Suite, provided that such communications: encourage registration for the Homesnap Pro Suite by such Participants or Subscribers; credit MLS as the provider of the Homesnap Pro Suite; and occur: i) during the initial six weeks after the launch of the Homesnap Pro Suite; or ii) no more often than once per month thereafter. Any other direct communication by HS to Participants or Subscribers who are not registered users of the Homesnap Pro Suite must be separately approved by MLS.

(g). **Revenue Share from HS to MLS.** HS shall pay MLS a revenue share on the sale of Premium Products, as provided in Exhibit D.

MLS OBLIGATIONS, FEES

15. MLS agrees to pay NBP \$1 per Subscriber per month in advance of each month ("Fees"). However, no Fees shall be due until 60 days from the Effective Date of this Agreement or until the Live Date, whichever is sooner. Additionally, if the NBP dissolves or Broker Public Portal, LLC exits from the NBP, MLS may suspend paying the \$1 fee until NBP establishes a new technology vendor that is mutually agreeable to both Parties.

REPRESENTATIONS AND WARRANTIES

16. Each party represents and warrants to the other party that (a) it has full corporate power and authority to execute, deliver and perform its obligations under this Agreement (including, without limitation, to grant the rights provided herein); (b) the rights that it grants under this agreement do not violate any contracts to which it is a party; and (c) it will comply with all applicable laws, rules and regulations in the course of performing its obligations under this Agreement.

AUDITS OF COMPLIANCE

17. MLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of NBP or HS to the extent reasonably necessary to ascertain NBP's compliance with this Agreement (an "Audit"). MLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to NBP's web sites and systems to ensure that Licensed Data is displayed in accordance with the MLS Policies; using all features available to end-users of NBP's systems that employ the Licensed Data; and posing as consumers to register and test services NBP makes available to consumers using the Licensed Data. MLS shall pay the costs it incurs, and the out-of-pocket costs NBP incurs, as part of any Audit; NBP shall be liable, however, for all costs of any Audit that discloses that NBP has materially breached this Agreement.

CONFIDENTIAL INFORMATION

18. Each party shall protect the Confidential Information with the same degree of care it takes to protect its own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information to the extent law, court order, or regulation requires such disclosure; provided, however, that party makes commercially reasonable efforts to notify the other party in writing in advance of such disclosure.

19. Within five days after the termination of this Agreement, each party shall return to the other party all Confidential Information provided by the other party hereunder. NBP shall also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, except that NBP may retain copies of the Confidential Information of MLS that appears on backup media until such time as NBP would delete it in due course under NBP's document retention policies or the backup media are destroyed. Upon the request of either party, an officer of the other party shall certify in writing that all materials have been returned and all magnetic or computer data have been destroyed except as provided in this paragraph.

NBP

20. **Assignment.** (a) MLS agrees that in the event the NBP dissolves or Broker Public Portal LLC exits NBP, the NBP may and will assign this Agreement to Broker Public Portal LLC. (b) Except as provided in this Section 20(a), no party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement (each a "Transfer") to any other party without the prior written consent of the other party. Any purported Transfer in contravention of this Section 20 is null and void.

TERM AND TERMINATION

21. **Term.** This Agreement shall begin on the Effective Date and shall have a two year term beginning on the Live Date ("Initial Term"). After the Initial Term, this Agreement shall renew for one-year terms (each a "Renewal Term").

22. **Termination.** This Agreement shall terminate upon the occurrence of any of the following events: (a) at the end of any Term so long as either party provides at least 30 days' notice prior to the end of the Term to the other party of its intent to terminate the Agreement; (b) MLS may terminate this Agreement with 180 days written notice to NBP upon dissolution of the NBP or Broker Public Portal LLC exit from the NBP; (c) 10 days after either party's notice to the other that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to the other 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. In the event of any suspension or termination of this Agreement, NBP shall make no further use of the Licensed Basic Data or any derivative works based on it until and unless NBP's rights under this Agreement are restored.

23. **Discontinue Provision of Licensed Pro Data and Homesnap Pro Suite.** (a) MLS may discontinue providing Licensed Pro Data and receiving Homesnap Pro Suite: (i) with 60 days written notice to NBP upon dissolution of the NBP or HS exit from the NBP; or (ii) with 60 days written notice to NBP prior to the end of the Term of its intent to discontinue providing Licensed Pro Data and receiving Homesnap Pro Suite. (b) Upon 30 days written notice from NBP to MLS and dissolution of the NBP or HS exit from the NBP, NBP is under no obligation to cause HS to provide Homesnap Pro Suite.

24. **Suspension.** In the event NBP breaches this Agreement and entitles MLS to terminate under Section 22, MLS may in its sole discretion suspend its performance instead of terminating this Agreement. MLS may make this election by notice to NBP within three days after the initiation of the suspension. During any period of suspension, NBP's license to Licensed Data is also suspended.

GENERAL TERMS

25. **Applicable law.** The laws of the state of MLS's principal place of business shall govern this Agreement and its interpretation, without regard to the application of conflict of laws. Any action to enforce or interpret this Agreement shall have venue in the state and federal courts closest to the non-filing party's principal place of business, and the parties hereby submit to personal jurisdiction in that venue.

26. **Survival of Obligations.** Sections 1, 16, 18, 19 and Sections 25 through 35, and all Exhibits to which they refer, shall survive termination or expiration of this Agreement.

27. **Injunctive relief.** Because of the unique nature of the MLS Data and Confidential Information, NBP acknowledges that MLS would suffer irreparable harm in the event that NBP breaches its obligations under this Agreement, and that monetary damages would be inadequate to compensate MLS for a breach. MLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any threatened,

continuing, or further breach by NBP without showing or proving any actual damages sustained by MLS, and without posting any bond or other security.

28. Limitation of liability/exclusion of warranties. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER ARISING FROM ANY BREACH OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT THE PARTY'S CONDUCT CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; EACH PARTY'S SOLE REMEDIES AGAINST THE OTHER HEREUNDER SHALL BE TERMINATION OF THIS AGREEMENT AND DIRECT DAMAGES NOT IN EXCESS OF THE AMOUNTS MLS HAS PAID TO NBP HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR BREACH OR \$15,000, WHICHEVER IS GREATER. EACH PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS SECTION SETS OUT EACH PARTY'S EXCLUSIVE REMEDIES, AND UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE ENTITLED TO EQUITABLE REMEDIES, EXCEPT IN THE EVENT EITHER PARTY BREACHES OR THREATENS TO BREACH SECTION 18 OR SECTION 19 OR AS PROVIDED IN SECTION 27. EACH PARTY MAKES NO WARRANTY, INCLUDING THOSE OF TITLE, AVAILABILITY, OR NON-INFRINGEMENT, REGARDING MARKS LICENSED UNDER THIS AGREEMENT, IF ANY.

29. Attorney's fees. If any party prevails in any action to enforce or interpret this Agreement or any provision hereof, it shall be entitled to its reasonable attorney's fees and costs for such legal action.

30. Indemnification. In the event any party breaches any provision of this Agreement, that party (the "**Indemnifying Party**") shall indemnify and defend 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 Indemnifying Party's breach. NBP shall indemnify and defend MLS, customers of MLS, and Participants and Subscribers to whom NBP provides a product or service using MLS Data against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third-party claim of intellectual property infringement, except for such claims that are based solely on the Licensed Data. The Indemnified Parties shall (a) promptly notify the Indemnifying Party in writing 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 Indemnified Party's expense.

31. Notice. All notices to be given under this Agreement must be in writing and 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.

32. 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.

33. Entire Agreement; Amendment. 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 subject matter. Any amendment to this Agreement must be in writing and signed by both parties.

34. Relationship of the Parties. The relationship of MLS to the NBP is that of independent contractor. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of MLS or have any authority to make any agreements or representations on the behalf of MLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees. Despite the other provisions of this Section, if MLS is a member of Broker Public Portal LLC, it is entitled to the governance rights set forth in the Broker Public Portal LLC agreement.

35. 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 a court having jurisdiction over the parties holds any provision of this Agreement invalid or unenforceable, the parties shall negotiate in good faith to replace the invalid or unenforceable provision, if possible, with a valid provision that most closely approximates the intent and economic effect of the invalid provision. If any provision of the limitation of liability,

exclusion of warranty, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate unless the parties agree to the contrary.

In consideration of the mutual covenants set forth in this Agreement, the parties affirm and adopt this Agreement by setting their signatures below.

<p>NATIONAL BROKER PORTAL, LLC</p> <p>Signature</p> <p>Name</p> <p>Date: (Effective Date of this Agreement)</p> <p>Contact for notices and operations matters</p> <p>National Broker Portal, LLC 5640 Nicholson Lane Suite 300 Rockville, MD 20852 Agreements@BrokerPublicPortal.com</p> <p>Contact for technical integration</p> <p>Homesnap 5640 Nicholson Lane Suite 300 Rockville, MD 20852 mls@homesnap.com</p>	<p>MLS</p> <p>MLS name</p> <p>Signature of officer</p> <p>Name of officer</p> <p>Date:</p> <p>Subscribers:</p> <p>If MLS does <u>not</u> want to provide Licensed Pro Data and receive Homesnap Pro Suite, MLS must execute the HSP Exclusion Addendum within 10 business days of the Effective Date.</p> <p>Contact for notices and operations matters</p> <p>Name: Phone: Email: Mailing:</p> <p>Contact for technical integration</p> <p>Name: Phone: Email:</p>
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Broker Public Portal MLS Agreement

Exhibit A: Supplemental Restrictions

DISPLAY OF LICENSED BASIC DATA AND LICENSED PRO DATA

(1) No paid placement; no fee for display: Search results shall be displayed based on characteristics of properties or terms only. Search results will not be based on paid placement, and no “featured listings” or other paid placement will alter the display order of listings. Other than the fees in Section 15, NBP shall not require a fee from any party or Participants or Subscribers for displaying Licensed Data on NBP Properties or Homesnap Pro Suite, including never charging fees to display additional photographs or the Participant’s or Subscriber’s contact information.

(2) NBP must show contact information: NBP Properties must display the listing Participant and Subscriber contact information on any Detailed Listing Display, which at a minimum shall include Participant’s and Subscriber’s name, office name, and, if provided by MLS, Subscriber’s team name. If the individual consumer viewing such Detailed Listing Display is not identifiable as being invited by, or previously connected with, a different Participant or Subscriber, then this information must be displayed in plain sight, requiring no additional click or scroll to reveal the information (in plain sight means above the fold on a standard computer screen, but allows for scrolling and a click on other screens and devices). As used in this Exhibit, a “Detailed Listing Display” is a display of a listing record from the Licensed Data where more than 20 fields of data or three or more photographs (or both) are displayed; or where only one listing record is being displayed on the page.

(3) Prohibition on advertising on detailed displays by third parties: NBP shall not display advertising for any third party or non-listing Participant or Subscriber on a Detailed Listing Display.

(4) NBP must clearly distinguish advertisements on non-detailed displays: NBP may display advertisements on non-detailed displays, however NBP must clearly identify advertisements as such. NBP shall never display advertisements for mortgage, title, or escrow on NBP Properties or Homesnap Pro Suite.

(5) NBP will not allow comments: Public comments/blogging about listed properties will not be displayed on any page where Licensed Data is displayed. Notwithstanding the foregoing, MLS understands that participants, subscribers, and their clients may communicate via Homesnap Pro Suite and Premium Products, including about specific properties.

(6) Subscriber Reviews: NBP shall not allow reviews of Participants or Subscribers on the NBP Properties, unless a Participant or Subscriber elects to allow reviews.

(7) NBP will not alter Licensed Data: NBP may not alter Licensed Data, including altering the content of any text data fields and altering any photo by cropping it or removing or altering metadata, without prior approval from MLS; except that NBP may make alterations to the Licensed Data as necessary for display purposes only.

(8) Source and copyright; update: NBP shall accompany each Detailed Listing Display on a NBP Property with MLS’s copyright notice and identification of MLS as listing data source, at least one of which must appear above the fold on a standard computer screen. Each such display shall also include the last date on which NBP updated the listing record from the Data Interface. The MLS copyright notice may take any of the following forms: (a) “Copyright 20XX [MLS name]” or (b) “© 20XX [MLS name],” NBP shall replace “20XX” with the current year as of January 1 of each year.

(9) DMCA Safe harbor. NBP shall register a designated agent with the U.S. Copyright Office for all of NBP Properties. NBP warrants it will comply with 17 U.S.C. 512 for removal of allegedly infringing content on NBP Properties. NBP shall promptly notify MLS of any claim that the Licensed Data or Licensed Marks infringe any third party copyrights.

(10) NBP must post a redirect link: With each Detailed Listing Display on the NBP Properties, NBP must provide a link that directs consumers to the URL provided by listing Participant with each listing, provided such link is to a corresponding listing detail page on Participant’s or Subscriber’s website, or a website operated by MLS.

(11) NBP will not display FSBOs. NBP will not permit display of for sale by owner properties (FSBOs) on the NBP Properties.

(12) NBP will brand leads: Leads sent to Participants and Subscribers from NBP Properties will indicate that MLS is the source of the listing information that resulted in the lead.

(13) NBP will not permit framing: NBP will not permit any portion of its site to be framed by another, unless such other site is a Participant's or Subscriber's website, or a website operated by MLS.

(14) Applicable laws and Code of Ethics: NBP shall alter its display of the Licensed Data if and as necessary to comply with applicable laws and the Code of Ethics of the National Association of REALTORS®. (For example, if state law requires that a particular form of contact information for the Participant or Subscriber advertising, NBP shall include that contact information in any display of the Licensed Data.) NBP shall perform necessary alteration(s) within 10 days of notice to NBP by MLS of the legal requirement.

(15) Communications regarding NBP Properties. NBP may not provide consumers any interface, URL, or marketing language that purports to allow them to "search the MLS" or "search all homes for sale" or make any similar assertion about the completeness of the listing data.

(16) NBP will not display restricted addresses. The listings of sellers who have provided written direction to their listing broker to withhold their listings from all displays on the Internet shall not be displayed on NBP Properties; however, NBP will be allowed to display modified restricted address listings, where the seller allows for their listing to be displayed without displaying the complete listing property address.

(17) Agent-Only Data: The Homesnap Pro Suite and Premium Products shall permit the display of Agent-Only Data only to authenticated, active Participants and Subscribers. HS shall provide adequate security to ensure that only such authorized Participants and Subscribers can access Agent-Only Data.

(18) Client Data: The Homesnap Pro Suite and Premium Products may permit and facilitate the display of Client Data to any consumers invited by a Participant or Subscriber.

UPDATING AND ACCURACY

(19) Priority of Licensed Data: For purposes of display in the NBP Properties, NBP shall have Licensed Data trump all other data sources fed to NBP for a given property listing, if any. However, should NBP have data from two or more multiple listing services for the same property listing, NBP may reasonably select the listing information to display to any user of the NBP Properties.

(20) NBP must promptly remove listings: NBP must remove listing data that is no longer part of the Licensed Basic Data from NBP Properties within 2 hours after their absence from the Data Interface. NBP may not retain such data, formerly part of the Licensed Basic Data, to compile historical or statistical information, unless expressly permitted in this Agreement. For avoidance of doubt, Homesnap Pro Suite and Premium Products may utilize Licensed Pro Data for proper functioning of those products.

(21) NBP must promptly make changes: Updates to Licensed Data, including but not limited to price changes, must be reflected on NBP Properties within 2 hours after they appear in the Data Interface, but NBP will use commercially reasonable efforts to incorporate such updates within 15 minutes after they appear in the Data Interface. NBP shall correct any inaccuracies in listing content on NBP Properties within 24 hours after they are reported to NBP by MLS or listing Participant or Subscriber. NBP will use commercially reasonable efforts to remove photographs from Sold Listings in Licensed Basic Data upon written request of the homeowner.

DATA USE RESTRICTIONS

(22) NBP must not syndicate: NBP must not syndicate or distribute any portion of the Licensed Basic outside of the NBP Properties or Licensed Pro Data outside of the Homesnap Pro Suite and Premium Products. All Licensed Data received from MLS must remain resident on server infrastructure controlled by NBP or its contractors at all times, and not on equipment or servers controlled by third parties, unless MLS consents in writing otherwise.

(23) No charge for consumer end users: NBP shall not charge consumer end users or the general public any fee to access the Licensed Basic Data via the NBP Properties. Additionally, NBP shall not charge Participants, Subscribers, or their invitees any fee to access the Licensed Pro Data via the Homesnap Pro Suite.

(24) No surrender of rights: MLS grants a non-exclusive license under this Agreement and not an exclusive license or an assignment. NBP shall not attempt to obtain any assignment of Participant or Subscriber copyrights or any perpetual license to Licensed Data of a Participant or Subscriber by means of a “click through” or automated agreement. (NBP and Participants may enter into negotiated agreements for separate content licenses.)

(25) No use for IDX or VOW: NBP may not use the Licensed Data provided under this Agreement to provide VOW or IDX services (as those terms are defined in the MLS policies). NBP may be eligible to provide such services under separate agreements with MLS.

(26) Non-compete: NBP agrees that, during the Term of this Agreement and for one year thereafter, it shall not compete with MLS by providing a platform for real estate brokers to make or receive offers of cooperation and compensation or by providing a method or platform that effects the same purpose in the United States. If a court of competent jurisdiction finds this paragraph overbroad, the parties agree the court may reform the non-compete to be reasonable and protect the interests of MLS.

SERVICES

(27) NBP must provide leads: Any display of a listing on the NBP Properties must make it possible for an interested consumer to connect with the listing Participant or Subscriber without charge to the listing Participant, Subscriber or consumer, provided such consumer is not identifiable as being invited by, or previously connected with, a different Participant or Subscriber (a “Lead”). NBP will deliver Leads to the listing Participant or Subscriber via email or another method acceptable to such Participant or Subscriber (e.g. SMS, mobile push notifications, API).

(28) NBP must provide error reports: NBP must provide MLS with detailed information regarding errors NBP identified when attempting to display Licensed Basic Data on NBP Properties. Additionally, NBP must provide MLS the URL for each successfully posted listing to NBP Properties for tracking purposes.

(29) NBP must provide metrics: (a) On at least a monthly basis, NBP must provide MLS with listing-level page views and inquiries (such as emails, phone views or form completed, etc.) generated through the NBP Properties (“Traffic Data”), which will include, as of the Effective Date, the following metrics: views of full listings, Leads delivered to listing Subscribers, lead method (phone, email or other), clicks to the broker website URL, the number of listings from MLS that are displayed by NBP, and source of the foregoing (mobile or computer and device type and operating system if available). NBP shall provide Traffic Data via (a) a private user interface accessible to MLS and its staff; and (b) downloadable delimited text files that would enable MLS to import Traffic Data into another database system. (b) HS shall supply to MLS certain aggregate metrics on a regular basis. Initially, such metrics shall be supplied on a monthly basis; subsequently, the frequency may increase, by mutual agreement. Such metrics shall initially include: (i) a current list of Participants and Subscribers registered for the Homesnap Pro Suite; (ii) aggregated Participant and Subscriber activity within the Homesnap Pro Suite, including total unique users; total sessions/visits; average duration of sessions/visits; sessions breakdown by device type (iPhone, Android, etc.); number of current Participants and Subscribers registered for the Homesnap Pro Suite; and number of new registrants for the Homesnap Pro Suite; cumulative number of consumer invitees; number of new consumer invitees. Beginning no later than July, 2017, HS will provide additional metrics, including number of logins by subscriber and participant during applicable timeframe, number of clients connected to subscriber, and number of client logins. By mutual agreement, the list of such metrics may be amended at any time.

NBP will provide the above referenced metrics via RESO-compliant methods no later than December 31, 2017.

(30) NBP must provide timely support: NBP must respond to requests for support from MLS and its Participants and Subscribers within 24 hours.

AUTHENTICATION AND TRACKING FOR HOMESNAP PRO SUITE

(31) Initial Authentication: Prior to first use of the Homesnap Pro Suite or Premium Products, each Subscriber shall be required to undergo the authentication procedures in accordance with this section. To validate the Subscriber’s identity and prove their initial status as an active MLS subscriber, NBP shall cause HS to validate such Subscriber’s control of the unique cell phone or email address provided in MLS’s “Active Agent” data table using industry standard methods.

(32) Ongoing Authentication: NBP shall cause HS to monitor MLS’s “Active Agent” data table via the Data Interface on a regular basis, but no less frequently than daily, for any Subscriber who ceases to be active with

MLS, and shall immediately revoke such Subscriber's access to Agent-Only Data, the Homesnap Pro Suite and Premium Products.

(33) Tracking and Misuse: NBP shall cause HS to monitor Subscriber registration for and use of the Homesnap Pro Suite and Premium Products, using industry standard methods, for the purpose of exposing unauthorized use, including the sharing of credentials, which are in violation of MLS Policies. NBP shall cause HS to suspend a Subscriber's access to Agent-Only Data, the Homesnap Pro Suite and Premium Products upon the reasonable determination that such use is not authorized or such Subscriber is sharing credentials with others.

MLS BRANDING FOR HOMESNAP PRO SUITE

(34) MLS Branding for Subscribers: The Homesnap Pro Suite shall display MLS branding (e.g. logos) to Subscribers, in addition to Homesnap branding. However, such default MLS co-branding can be superseded by optional co-branding for the Participant or broker.

(35) MLS Branding for Listings: In all cases, each listing details page in the Homesnap Pro Suite shall display MLS branding (e.g. name, logos) as the source of the listing data (e.g. "powered by" or "provided by" MLS).

PREMIUM PRODUCTS

(36) MLS Policies: All Premium Products shall comply with MLS Policies, and shall not enable Participants or Subscribers to violate the MLS Policies.

(37) Non-Exclusive: All Premium Products shall be equally available to all Participants or Subscribers and shall not be offered to particular Participants or Subscribers on an exclusive basis.

(38) Compliance Review: NBP shall cause HS to make all Premium Products available to MLS for review to ensure compliance with MLS Policies at least one month prior to release to Participants or Subscribers.

Any Premium Product that is not in one of the following Permitted Categories will require explicit approval from MLS, which will not be unreasonably withheld. "Permitted Categories" are: 1) Agent and broker productivity products and services (e.g. CRM, collaboration tools, lead management, transaction management, CMAs); and 2) Agent and broker marketing and advertising products and services (e.g. digital marketing, email marketing).

USE OF LICENSED MARKS

(39) No MLS endorsement: Except as expressly provided in this Agreement, NBP shall not use MLS name or trademarks in conjunction with any NBP products or marketing.

(40) Display of marks: NBP must display the Licensed Marks, if any, in conjunction with the License Data in any product or service NBP delivers that incorporates the License Data. Each such display shall conform to the requirements in this Agreement, including the following.

(41) Term of use: NBP may use the Licensed Marks only during the term of this Agreement.

(42) Allowed mark use: NBP may use the Licensed Marks only on products and services incorporating the License Data or a portion of it; on promotional materials directly related to such products; and not on any other material, including without limitation business cards, letterheads, office or yard signs, and other advertising. NBP shall provide to MLS templates with sample Licensed Mark uses prior to public use of Licensed Marks. NBP may not make any other use of Licensed Marks that substantially deviates from the provided templates without MLS's written permission

(43) Early termination of use: If at any time this Agreement terminates or is suspended by MLS according to its terms, NBP will immediately and thenceforth eliminate the Licensed Marks from, and refrain from using the Licensed Marks in, any print or electronic publication or material, including web sites and brochures.

(44) Contextual use: It is vitally important to the preservation of the Licensed Marks that Participants, Subscribers and the public consistently recognize the Licensed Marks as identifiers of MLS as a source of License Data. To assure that the Licensed Marks are not used inadvertently and improperly, NBP may use the Licensed Marks only in a context in which they will be understood by the public to denote MLS as the source of the License Data.

(45) No alteration of marks: NBP must use the Licensed Marks in the exact style and form provided by MLS. Without explicit approval of MLS, NBP shall not alter any of the Licensed Marks in any way during reproduction, except that NBP may alter the size of a Licensed Mark, provided the aspect ratio remains the same and each element of the Licensed Mark remains legible.

(46) Inappropriate mark uses: Without limiting the generality of the previous Section, NBP shall **never** make any of the following uses of the Licensed Marks:

(i) Redraw, round the corners, reshape, trace, tilt, intersect, photographically alter or otherwise distort the Licensed Marks.

(ii) Use any of the Licensed Marks as part of a company or individual name, or as any part of a domain name, URL, or web address.

(iii) Superimpose any of the Licensed Marks over any graphic pattern or design.

(iv) Combine any of the Licensed Marks with any other symbol or device.

(v) Outline or frame any of the Licensed Marks.

(47) Limits on mark use: NBP may not use any of the Marks or any portion of them as part of any domain name or web site name of NBP. NBP may not use any of the Marks as a hypertext link, as such a use can suggest an endorsement or recommendation of the linked site by MLS. The only exception is to establish a link to MLS's web site.

Broker Public Portal MLS Agreement

Exhibit B: Homesnap Pro Suite product description

The Homesnap Pro Suite includes four specific products, as defined below.

1. Homesnap Pro

Homesnap Pro is an extension of the Homesnap consumer app for active Subscribers and Participants (collectively, “agents,” as used below). It adds significant additional functionality for agents themselves, their clients and their sphere of influence.

Agent Validation & Identity

Each agent is matched to their pre-existing MLS identity. To claim that identity, they must successfully validate either the email or cell phone number (by clicking on a special link sent via email or text message) from their active MLS account. By doing so, several benefits are enabled:

- Agents are automatically connected to their office, allowing Homesnap Pro to offer a one-tap link to their office and all other agents in it (i.e. an instant directory)
- Agents are automatically connected to all of their current and past MLS activity (for the last 12 to 24 months). This allows Homesnap Pro to:
 - Offer quick links to all of the agent’s active listings (updated automatically)
 - Create a robust profile with their past activity (listing and selling) for other agents to see (see “Real-time, agent-quality MLS listing data” below)
- Automatically connect them to all of their listings. Whenever another validated agent views their listings, they have one-tap access to their profile and to contact them.
- If agents are active members of more than one MLS, or have “old” MLS accounts from a previous broker or office, they will be able to join multiple “MLS agents” to their account, creating a unified profile with permissions and listing activity automatically consolidated from the various MLS accounts.
 - However, in no case will Homesnap Pro enable agents to view or access Licensed Pro Data without being an active Subscriber (i.e. having only an “old” MLS account does not enable access to agent-only data)
 - Note: This functionality is only enabled once Homesnap Pro has been launched with each MLS’s data

Agent Personal Productivity

Real-time, agent-quality MLS listing data: Homesnap pulls fresh data constantly, and new information is usually available within 10 minutes of the change in the MLS (often more frequently).

- Includes Active, Contract (consisting of contract and contingent statuses), Sold and Off-Market listings
- Each shows a history of key events, specifically all status and price changes
- Homesnap Pro suggests Similar Listings and Sales Comps that best match the home
- Note: currently, Homesnap Pro does not include MLS commercial properties and lots/land

Integrated agent profiles: Homesnap Pro shows the agents connected to every listing (listing agent, alt agent, selling agent). Each one is tappable, linked to a robust profile of that agent, including:

- Name, broker and office (tappable to see entire office)
- One-tap contact information (phone, email, text)
- Capsule summary of MLS activity in the past 24 months:
 - Number of listings and buyers
 - Average price on each side
 - Breakdown of Detached, Townhouse, Condo
 - Map showing all listings and sales
- Details on all past listings (i.e. they were the listing agent)
 - Count by status (active, contract, sold, off-market)
 - Average days on market, by status

- Average price delta (original vs. final), by status
- Links to each individual listing, in reverse chronological order
- Details on past buyer transactions (i.e. they were the selling agent)
 - Count by status (contract, sold)
 - Average days on market, by status
 - Average price delta (original vs. final), by status
 - Links to each individual listing, in reverse chronological order

Tax-record-based property records: Homesnap Pro includes property records for almost all residential properties. Agents can look up, snap, favorite or share any home in Homesnap, not just those from the MLS.

- Basic property information (variable by state and county): beds, baths, square feet, lot, etc.
- Past sale price and date
- Local schools and ratings -- specifically, the schools for which the home is in the attendance zone, not just the closest schools
- Lot boundaries for the home and its neighbors
- Similar (MLS) active listings and recent sales

Unified property history: Homesnap Pro connects every listing (which come and go over time) to its property (which is permanent). This allows Homesnap Pro to present a unified property history, whether a home is an active listing, recently sold, or last sold years ago. For example:

- See multiple past sales
- If a home is listed, taken off market, then listed again, even with another agent, Homesnap Pro will show the complete history of price and status changes, spanning listings
- With Homesnap Pro, agents can tap and view any of these past listings, seeing all its details, pictures and history

Agent directory: Homesnap Pro lets an agent find and contact any other agent quickly.

- "Favorite" agents for quick access
- Homesnap Pro tracks the most recently viewed agents so they can be easily found again
- "My Office" lists the other agents in an agent's office for quick access
- Search for any agent by name or AgentID

Client directory: Homesnap Pro allows agents to import their clients and sphere of influence contacts. Agents can:

- Contact any client with one tap by phone, email or text
- Interact with clients in Homesnap Pro (see "Follow and interact with clients" below)
- Each agent owns their own contacts in Homesnap Pro; other agents, brokers or the MLS do not have access

Robust home and listing search: Agents can find homes and listings in Homesnap Pro in several useful ways:

- Use Homesnap Pro's "snap" feature
- Search by address
- Search by MLS#
- See every home on the map when you zoom in
 - Active, contract and sold listings are denoted with different colored icons
 - Tap on any home to see the details
 - One-tap zooms to where you are standing and shows the homes immediately around you
- Search listings by area
 - County, City, Zip, Neighborhood
 - Filter by listing status, home type, price, beds, baths, date
 - Results on map or sorted list
- Map search -- zoom and pan to see matching listings
- See all units in a multi-unit building (e.g. condo building) -- when viewing details on a building, Homesnap Pro shows all the units inside, starting with active listings, then contracts and recent sales, then all other units. Tap on any one for full details.

Customized Listing Updates: Agents using Homesnap Pro receive custom updates about the listing status changes most relevant to them:

- Homesnap analyzes each agent's current listings and transaction history to determine what status changes will be most relevant to that agent
- Homesnap assesses each listing status change (e.g. just listed, under contract, price change, off market, closed) to determine which updates are relevant for each agent
- Each agent has the option to receive this customized list of status changes via email daily, weekly, monthly or multiple times per day
- Each agent can also "follow" specific homes, listed or unlisted, to receive updates for future status changes on that home

Clients and Sphere of Influence

Easily invite clients and import contacts: Agents can invite their active clients and Sphere of Influence contacts into Homesnap Pro. They'll get an invitation email with the agent's name and picture.

- Clicking or tapping any of the links in the email connects that consumer to the agent in Homesnap -- they will see the agent's brand (see "Agent-branded app and site" below) when they use the Homesnap app or site
- Agents can add contacts from their smartphone address book, from Facebook or Twitter, or by directly entering an email address
- Agents can set up automatic weekly drip email for their clients and contacts (see "Automatic, agent-branded drip email marketing" below)

Agent-focused app and site: Every agent using Homesnap Pro automatically has an app and site for their clients and network focused solely around that agent.

- Those users will only see that agent throughout the Homesnap app and site -- on every home and listing; note, however, that per Exhibit A(2), the listing brokerage information will also be included on listings
- In addition to clients and contacts they invite, agents will also have a custom URL that links to their Homesnap profile -- instantly branding any users who visit it

Follow and interact with clients: Agents who use Homesnap Pro can easily interact with their clients using Homesnap:

- Automatically follow clients to see the homes they snap and favorite, and the comments they (and their friends and family) make; these activities will appear in the agent's News Feed in Homesnap Pro
- Easily recommend homes to clients right inside Homesnap Pro; clients can express interest in a home to their agent with one tap as well
- Exchange comments on any home, no matter who found it
- Collaborate with more than one person -- a couple can use Homesnap together, and their agent will see activity from both

In-app messaging: Any agent who uses Homesnap Pro can message with their clients/prospects and all other agents in the MLS:

- Message with any client or prospect - even if they aren't using Homesnap. All communications come back to the agent in Homesnap
- Message with any agent in the MLS even if they haven't yet registered with Homesnap Pro. All messages will be forwarded to the recipient as an email or text message and response will come back to the agent in Homesnap
- Never miss a message. If the agent receives the message but doesn't view it right away, the message will forward to their email.

Generate New Business

Automatic, agent-branded drip email marketing: Homesnap Pro can send weekly email to all active clients and "sphere of influence" contacts (who have been invited/imported by the agent).

- Agents will have control over which, if any, clients receive drip email marketing
- Each email is branded with the agent's name and profile picture
- Includes:
 - Local listing activity in the past week (new listings, contracts and sales)
 - Local market stats
 - Local market news

- Initially, the content is selected based on areas where the agent does business; after a client starts using Homesnap, content will be selected based on where that client looks at homes in the Homesnap app or site.
 - E.g. an agent does business mostly in Bethesda, MD. Initially, each client will get weekly emails with news, stats and listing activity in Bethesda. A particular client begins to engage with Homesnap and starts to look at homes in Rockville, MD. Future weekly emails to that client will then include content for Rockville instead.

“Rapid CMA” for quick response to leads: Homesnap Pro allows agents to quickly send a high-quality “Rapid CMA” to any lead, prospect or client in seconds:

- In Homesnap Pro, the agent can create a “Rapid CMA” based on any home -- whether it’s a listing or not:
 - Homesnap Pro will suggest ~12 Similar Listings and Sales Comps, and the agent can pick the best three of each to include
 - The agent can add comments about the subject property, comps or market
 - The agent enters an email address (or picks a contact) to send the CMA to
 - Homesnap Pro instantly generates and sends the CMA based on the agent’s input
- Email is sent to the lead, branded with the agent’s name, profile picture and contact info
- Well-formatted details about the subject property, similar listings and sales comps are in the body of the email itself, but also attached as a printable PDF

Share listings via email, social, SMS, etc.: Agents using Homesnap Pro can share their listings in several different ways:

- With one tap, the agent can promote any listing by posting to their wall/feed on Facebook or Twitter
- Agents can also easily share a listing with clients and prospects via in-app messaging, email or SMS

2. Broker Branding

Homesnap will enable individual Participants and multi-office brokerages (collectively, “brokers,” as used below) to co-brand the Homesnap app/site for consumers and Homesnap Pro for agents.

Setup Fee

Each broker shall pay Homesnap an initial setup fee of \$250. Such fee may be modified by Homesnap in the future upon 60 days written notice to MLS, but in no case shall be more than \$500. For such fee, Homesnap will:

- Customize the various art assets necessary to co-brand across apps, sites and devices, provided the broker supplies initial logos and marks of sufficient resolution and fidelity
- Connect all appropriate offices to broker’s firm and brand
- Connect all appropriate agents to broker’s firm and brand
- Connect all appropriate consumers to broker’s firm and brand (i.e. those consumers who are clients or invitees of such agents)
- Setup lead routing for leads generated by “branded” consumers
- Note: For leads generated from the consumer-facing NBP Properties, see Exhibit A(27)
- Homesnap shall be solely responsible for all billing, payment processing and collections such setup fees

No Ongoing Fees

Homesnap shall not charge such brokers any ongoing fees to maintain such co-branding. However, Homesnap may charge an additional setup fee, as above, should such broker change their brand, logos or marks.

Co-Branding Description

Co-branding for agents: Subscribers affiliated with a broker will see such broker’s brand (i.e. logo) when they use Homesnap Pro, including on the launch screen and on their profile page.

Co-branding for clients and invitees: Client and invitees of Subscribers affiliated with a broker will see such broker’s brand (i.e. logo) when they use the consumer Homesnap app and site, including on the launch screen and on each listing details page.

Co-branded consumer app: The broker will be able to link consumers directly to a co-branded version of the Homesnap app or site.

- Homesnap will issue broker a custom URL to point consumers to download the app or visit the site
- Consumers who use such URL will be assigned the broker's brand and see it when they use the app and site, as above
- Such "branded" consumers will not see agents on the listing details pages of the site or app other than those affiliated with the broker
- Any leads generated from such "branded" consumers will be directed to a Subscriber affiliated with the broker, or to the broker itself, as instructed by the broker at setup

3. Broker Dashboard

Homesnap will provide individual Participants and multi-office brokerages (collectively, "brokers," as used below) with a private interface ("dashboard," as used below) to monitor activity on the Homesnap platform and amongst their agents.

No Fees

Homesnap shall not charge such brokers any fees to provide such dashboard.

Setup Requirements

To activate the dashboard, each broker must complete a one-time setup process to:

- For multi-office brokers, connect all appropriate offices to broker's firm
- For multi-region brokers, define such regions and connect each offices to a region
- Assign permission levels for broker staff (e.g. office managers, assistant managers, regional managers, headquarters staff)
- As appropriate, identify formal agent teams within such office(s)
- As appropriate, match office records from MLS to office records from other multiple listing services to which broker is a Participant (i.e. de-dupe offices across MLSs)

Dashboard Description

Aggregated metrics: Permitted users of the dashboard will be able to view aggregated metrics, updated no less often than monthly, about use of the Homesnap platform by:

- Agents affiliated with such broker, region or office(s)
- Clients and invitees of such agents
- Consumers "branded" to such broker, as above

Such metrics will include:

- Number of registered users
- Number of monthly active users, weekly active users and daily active users
- Number of invitees per agent

Agent metrics: Permitted users of the dashboard will be able to view certain metrics, updated no less often than monthly, for individual agents affiliated with such broker, region or office(s), including:

- Homesnap Pro registration status
- Number of invitees
- Activity level of such invitees in Homesnap

Listing metrics: Permitted users of the dashboard will be able to view certain metrics, updated no less often than monthly, for broker's listings displayed on the consumer Homesnap app or site, including:

- Number of consumer detail page views, by listing
- Number of consumer leads delivered to broker or agents affiliated with broker, by listing
- Total number of broker's active listings displayed on the consumer Homesnap app and site

Productivity metrics and ranking: Permitted users of the dashboard will be able to view certain metrics and rankings, updated no less often than monthly, related to productivity (i.e. closed sides and volume), including:

- Productivity by month, quarter and year, for each agent, office and region affiliated with broker
- Ranking, by sides or volume, of: regions within broker; offices within regions, and agents within offices

- Ranking, by sides or volume, within specific geographic areas, and for specific property types, of: broker relative to peers, broker's offices relative to peers; and broker's agents relative to peers

Launch Timing

The broker dashboard, as described above, may not be available at the launch of the Homesnap Pro Suite. However, Homesnap shall make it available to Participants no later than February 28, 2017.

4. MLS Dashboard

Homesnap will provide MLS staff and executives (collectively, "staff," as used below) with a private interface ("dashboard," as used below) to monitor activity on the Homesnap platform and amongst their Subscribers and Participants.

Setup Requirements

To activate the dashboard, MLS must complete a one-time setup process to:

- Create accounts for staff, as needed
- Assign permission levels for such staff

Dashboard Description

Aggregated metrics: Permitted users of the dashboard will be able to view aggregated metrics, updated no less often than monthly, about use of the Homesnap platform by:

- Subscribers
- Clients and invitees of such Subscribers

Such metrics will include:

- Number of registered users, total and new
- Number of monthly active users, weekly active users and daily active users
- Number of sessions and average session length
- Number of invitees per agent

Agent metrics: Permitted users of the dashboard will be able to view certain metrics, updated no less often than monthly, for individual Subscribers, including:

- Homesnap Pro registration status
- Activity level in Homesnap Pro

Listing metrics: Permitted users of the dashboard will be able to view certain metrics, updated no less often than monthly, for Subscribers' listings displayed on the consumer Homesnap app or site, including:

- Total number of consumer detail page views, by device type
- Number of consumer detail page views, per listing
- Number of consumer leads delivered, total and per listing
- Consumer clicks to broker listing URLs, total and per listing
- Total number of active listings displayed on the consumer Homesnap app and site

Broker Public Portal MLS Agreement

Exhibit C: Homesnap Pro Support and Maintenance

Homesnap shall provide support services for the Homesnap Pro Suite, as detailed below.

Definitions

“Regular Support Hours” is the time between 9:00am and 8:00pm Eastern, Monday to Friday, and between 10:00am and 8:00pm Eastern, Saturday and Sunday, excluding holidays.

Support

Homesnap Support

Homesnap shall directly provide Subscribers and Participants with support when contacted by such Subscribers and Participants, through preexisting support channels, including phone and email, during Regular Support Hours.

MLS Support

If MLS representatives are contacted directly by Subscribers and Participants with questions, concerns and problems that are not resolved by the MLS Help Desk, MLS shall escalate to Homesnap in a timely fashion, via the following process, as amended by mutual agreement from time to time:

- For urgent questions, concerns or problems, MLS support representatives shall call Homesnap support at 1-866-855-2622.
- For all other questions, concerns or problems, MLS support representatives shall email Homesnap support at “support@homesnap.com”.

Service Commitment

Homesnap will use commercially reasonable efforts to make the Homesnap Pro Suite available to Subscribers and Participants with a Monthly Uptime Percentage (defined below) of at least 99.5%, in each case during any calendar month.

Definitions

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Homesnap Pro Suite was not available to Subscribers and Participants. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Homesnap SLA Exclusion (defined below).

The “Maintenance Window” is the time between 2:00am and 6:00am Eastern.

Notification

Homesnap shall notify MLS in the event the Homesnap Pro Suite is unavailable to Subscribers and Participants for any reason for any period of more than five (5) minutes. Subsequent to such notification of unavailability, Homesnap shall notify MLS again upon the restoration of availability. Such notifications shall be sent via email, phone call, text message or other mutually agreeable method, as specified by MLS from time to time.

Escalation Procedures

Level 1, Homesnap Pro Suite Unavailability: Should MLS be notified by a Subscriber or Participant that the Homesnap Pro Suite has become unavailable to Subscribers and Participants, MLS shall notify Homesnap of such unavailability, Homesnap shall respond, and Homesnap shall act as follows:

	MLS Notification	Initial Homesnap Response	Level of Effort by Homesnap
During Regular Support Hours	Call 866-855-2622 and/or SMS to 202-999-3696	Within 15 minutes	Continuous attention until resolved by all resources required
During the Maintenance Window	SMS to 202-999-3696	Within two (2) hours	
All other times		Within 30 minutes	

Level 2, All Other Issues: Should MLS reasonably believe that the Homesnap Pro Suite is not functioning as intended for Subscribers and Participants for any reason, MLS shall notify Homesnap of such malfunction, Homesnap shall respond, and Homesnap shall act as follows:

	MLS Notification	Initial Homesnap Response	Level of Effort by Homesnap
During Regular Support Hours	Call 866-855-2622 and/or send email to "support@homesnap.com"	Within two (2) hours	Continuous attention during normal business hours with level of attention determined on a case by case basis and by management prioritization
All other times	Send email to "support@homesnap.com"	Within one (1) business day	

Training

MLS Training

In order to equip MLS support personnel, if any, to answer common questions about the Homesnap Pro Suite they may receive from Subscribers and Participants, and to offer training on the Homesnap Pro Suite to Subscribers and Participants, Homesnap shall provide the following training services:

- Homesnap shall make its representatives available for virtual demonstrations of the Homesnap Pro Suite for MLS representatives
- Homesnap shall provide a series of "how to" training videos illustrating common use cases for the Homesnap Pro Suite
- Homesnap shall provide MLS representatives with login credentials for the Homesnap Pro Suite
- Homesnap shall provide MLS with various art assets, including screen shots and logos
- Homesnap shall make available to MLS, initially and on an ongoing basis, access to a repository of frequently asked questions, with answers, maintained by Homesnap
- Homesnap shall provide remote "train the trainer" instruction upon request from the MLS

Subscriber Training

Homesnap and MLS shall work together to encourage use of the Homesnap Pro Suite by Subscribers, including:

- Homesnap shall curate a series of "how to" videos and blog posts illustrating common use cases for the Homesnap Pro Suite

- Homesnap shall host regular webinars to educate Subscribers regarding the Homesnap Pro Suite
- MLS shall use its preexisting channels of communication to its Subscribers, Participants and local associations to facilitate adoption of, and training for, the Homesnap Pro Suite by Subscribers

**Broker Public Portal
MLS Agreement**

Exhibit D: Revenue share to MLS

Homesnap shall pay MLS a revenue share on the sale of Premium Products to Subscribers, as detailed below.

Definitions

“Net Revenue” shall mean the money actually received by Homesnap for such Premium Products from Subscribers, less the cost of sales and third party costs of goods, taxes, returns and credits provided to customers.

Revenue Share

Homesnap agrees to pay MLS 10% of Net Revenue generated from sales of Premium Products to Subscribers. Homesnap shall calculate such payment on a quarterly basis, in arrears, and remit such payment to MLS not later than the 30th day of the month following the end of each calendar quarter.

Records and Sales Reports

During the term of this Addendum, and for a minimum of six (6) months after expiration or other termination of this Addendum, Homesnap shall maintain records of all sales of the Premium Products to Subscribers. During the term of this Addendum, Homesnap shall furnish MLS a detailed quarterly report of all sales of the Premium Products to Subscribers (“Report”), due not later than the 30th day of the month following the end of each calendar quarter. Such Report shall include the Premium Products purchased, units and dollar volume, and Subscribers’ names and MLS IDs. MLS shall have the right to audit such records and reports, upon reasonable request and during regular business hours, at Homesnap’s address. MLS will bear the costs of each such audit unless such audit discloses that an error of greater than five percent (5%) in the dollar sales volume, in which event Homesnap will bear such costs audit.