

**LICENSEE****LICENSE AND ACCESS ASSOCIATION MLS® SYSTEM AGREEMENT**

This License and Access License Agreement is dated for reference this 1st day of April, 2026.

**BETWEEN:**

**Edmonton Real Estate Board Co-Operative Listing Bureau Limited dba REALTORS® Association of Edmonton,**  
a provincial not-for-profit association, incorporated under the Cooperatives Act, having its head office at  
101, 18354-118 Avenue NW, in the City of Edmonton, Province of Alberta.  
[technology@therae.com](mailto:technology@therae.com)  
("the Association" or "RAE")

**AND**

Licensee Contact Name	
Business Address of Licensee	
Business Contact Email	
Business Contact Phone	
Technology Contact <i>(if not the same as specified above)</i>	
Accounting Contact <i>(if not the same as specified above)</i>	

**1) BASIC TERMS**

<b>a)</b>	(i) Permitted Use:	
	(ii) Use Case and Data Feed Type:	<input type="checkbox"/> IDX <input type="checkbox"/> VOW (Only for Virtual Office Websites, only offered as an API) <input type="checkbox"/> Back Office
	(iii) Data Channel	<input checked="" type="checkbox"/> API
<b>b)</b>	(i) Term:	April 01, 2026-March 31, 2027
	(ii) Start Date:	April 01, 2026
<b>c)</b>	Licensee's Derivative Data:	

**WHEREAS** the Association owns an MLS® System, which is a co-operative selling system that includes an inventory of listings of participating REALTOR® members and ensures a certain level of accuracy of information, professionalism, and co-operation amongst REALTOR® members to effect the purchase and sale of real estate;

**AND WHEREAS** the Association owns the database of real estate listings in the Association’s MLS® System, which constitutes a compilation of real estate listings within a specific geographic area (the “Compilation”), all rights in which are owned by the Association;

**AND WHEREAS** the Association’s MLS® System is only accessible by Association members in good standing and by others as permitted by the Association (each a “Member”);

**AND WHEREAS** each listing in the Association’s MLS® System constitutes a compilation of real estate listing and related information, photographs, images, geographic, and property information (collectively, the “Listing Content”);

**AND WHEREAS** the Listing Content for each real estate listing in the Association’s MLS® System is input by a member of the Association using a copyright-protected and proprietary data input form created by the Association, and pursuant to Association MLS® Rules and/or a User Authorization Agreement with the Association;

**AND WHEREAS** all rights in the Listing Content are owned by the Association or are licensed to the Association for inclusion in the Association’s MLS® System;

**AND WHEREAS** all rights in the coding used to organize the Listing Content and embedded therein (the “Coding”) are also owned by the Association;

**AND WHEREAS** the Licensee has completed RAE’s Application for Member Data Feed and provided all information required therein;

**NOW THEREFORE**, in consideration of the following terms and conditions, the adequacy and sufficiency of which are hereby acknowledged, the parties agree and undertake as follows:

## **2. LICENSE**

Subject to the terms and conditions set out herein, the Rules and Regulations, and all other terms and conditions of this License, including those set out in Schedule “D”, the Association grants to the Licensee a non-exclusive non-transferable, limited license to access the data product referred to in Subsection 1 (a)(ii) using the Data Channel or Data Channels indicated in Subsection 1(a)(iii) for the term set out in Subsection 1(b)(i) commencing on the date set out in Subsection 1(b)(ii), and for no other use whatsoever.

## **3. RESTRICTIONS UPON LICENSEE**

Any use by the Licensee of the Access Information, the MLS® System database or the MLS® System data not expressly authorized in this License is strictly prohibited, and the parties agree such unauthorized use shall constitute a fundamental and material breach of this License. The information obtained under this License shall, in no circumstance, be used to populate or disseminate information on Social Media Sites.

The Licensee will at all times comply with each of the Rules and Regulations, policies and procedures relating to any of the Association Information or to electronic data access, use and disclosure, or to third-party access (as any of those rules, policies or procedures are created or amended from time-to-time) upon receiving notice of those rules, policies or procedures as if the Licensee were one of the entities to whom the rules apply (such as a “third party” or a “participant” or a “Association” or a “member”).

The Licensee shall not allow, permit, nor suffer any third party to access or use the Association Information in any way

that violates any of the Rules and Regulations, or any policies or procedures of the Association.

Without limiting the generality of the foregoing, the Licensee is expressly prohibited from:

- (a)** licensing, distributing, communicating, renting-out, lending, assigning, selling transferring or otherwise providing access to or disclosing, any MLS® System data, the License, any Access Information, or the MLS® System database to any third party other than as specifically provided hereunder;
- (b)** entering into a contract with a third-party that allows or provides access to any MLS® System data, unless that contract is expressly subject to the Rules and Regulations set out in this agreement or as have been delivered to the Licensee as rules, policies or procedures that apply to the Licensee;
- (c)** copying, reproducing, storing in a retrieval system or database, in any format, in whole or in part, any MLS® System data without the prior written consent of the Association, other than as reasonably contemplated by this License and required in order for the Licensee to exercise their rights under this License;
- (d)** accessing the MLS® System database or displaying any MLS® System data, or permitting or facilitating the access of the MLS® System database or the display of any MLS® System data in any manner not expressly permitted in this License;
- (e)** using any of the Association's names or trademarks or any Association Information to market any services of the Licensee;
- (f)** disclosing the existence of this License without the prior written authorization of the Association;

- (g) diverting or attempting to divert, as a result of knowledge or information obtained pursuant to this License, any business or customers of the Association or its members.

The Licensee shall give the Association written notice within 1 Business Day if the Licensee receives notice from any other real estate association alleging that the Licensee has breached any license or agreement (including any rules, policies, or procedures) similar to the License.

#### 4. ASSOCIATION OBLIGATIONS

- (a) The Association will permit the Licensee to access the Association's MLS® System based on the technical procedure set out in Schedule "A". In order to facilitate the exercise of the License by the Licensee, upon execution of this License and thereafter through the term, the Association shall promptly take such steps, and provide to the Licensee such access codes, numbers, passwords and other information (collectively, the "Access Information") as may be reasonably necessary to permit the Licensee access to and use of the Association's MLS® System database as contemplated hereunder. Further, the Association shall promptly notify the Licensee of any and all information known to such Association that relates to any potential or actual claim or demand against the Licensee with respect to the Licensee's use of the Association's MLS® System data.
- (b) The Association will make reasonable efforts to provide the Licensee with access to the Association's MLS® System at all times that the Association's MLS® System is in operation, except for those times required for normal and adequate maintenance of computer hardware and software or to address any security concerns. In no circumstances shall the Association be responsible or liable for any interruption in the provision of computer access to the Third Party, even if the interruption occurred as a result of the Association's own negligence.
- (c) The Licensee acknowledges and agrees that the Association may at any time modify or change the software and/or hardware and/or the formatting, structure and organization of the Listing Content employed by the Association, and that such changes may affect the Licensee's access to the Association's MLS® System. In no circumstances shall the Association be responsible or liable as a result of any non-compatibility, and all costs associated with the redesign or modification to the Licensee's software to ensure compatibility shall be borne solely by the Licensee. The Association will make reasonable efforts to provide the Licensee with advance notice of any change or modification in the operation of the Association's MLS® System that might affect the Licensee's access.
- (d) In the event that the Association believes, in its sole discretion, that the Licensee has breached any term or condition of this agreement, the Association may, in addition to any other rights it may have, immediately suspend the Licensee's access to the Association's MLS® System until the breach has been remedied.

#### 5. ASSOCIATION CONFIDENTIAL INFORMATION

During the term, the Licensee may receive or have access to the Association information. The Licensee agrees to preserve and protect the Confidentiality of the Association information, and to bind its employees and agents in writing to terms regarding the Association information that are no less restrictive than those set forth in this Section 5. The Licensee shall not disclose or disseminate any of the Association information to any third party without the written consent of the Association and shall not use the Association information for either the Licensee's own benefit or for the benefit of any third party except as may be contemplated herein. Upon the request of the Association, the Licensee shall at the option of the Association, either (i) return to the Association all copies of the Association information, or (ii) destroy all copies of the Association information to the satisfaction of the Association. The Licensee hereby acknowledges that the Access information and the Association's MLS® System database is proprietary to the Association. Furthermore, the Licensee hereby acknowledges that all Association information is confidential to the Association. Accordingly, during the term of the License, the Licensee shall:

- (a) Treat the Association's MLS® System database and the Access information as confidential information, diligently using reasonable commercial efforts to protect the confidentiality and security of the Association's MLS® System

data while it is being used by the Licensee, including but not limited to maintaining a system of controls to prevent unauthorized access by third parties to the Association's MLS® System database and requiring any authorized access by third parties to be subject to the third party's obligation to protect the Access information as required under in this License;

- (b)** treat the Association information as confidential information, diligently using reasonable commercial efforts to protect the confidentiality and security of the Association information;
- (c)** restrict and control access to the Access information, the Association's MLS® System database, and the Association information such that only those of its employees who have a need to access or know the Access information, the Association's MLS® System database or the Association information for the reasonable exercise of the License by the Licensee, except that the Licensee shall not disclose or provide access to the Access Information, the Association's MLS® System database or the Association information to any employee unless agreements of confidentiality on terms and conditions consistent with this License have been entered into in writing with the employee to protect the confidentiality of the Access Information, the Association's MLS® System database and the Association information;
- (d)** be responsible for any and all failures by its employees or authorized third parties to treat the Access Information, the Association's MLS® System data and the Association information in such manner as required under this License;
- (e)** the confidentiality obligations set forth in this Section 5 shall not apply to any information that (i) is or becomes a part of the public domain through no act or omission by the Licensee or anyone for whom they are responsible for in law, (ii) is independently by the Licensee without use or reference to the Association's confidential information, (iii) is disclosed to the Licensee by a third party that, to the Licensee's knowledge, is not bound by a confidentiality obligation or other prohibitive contractual obligation to the Association with respect to such information, or (iv) is demanded by a lawful order from any court or any body empowered to issue such an order (to the extent disclosure is mandated by such order). The Licensee agrees to notify the Association promptly of the receipt of any such order, and to provide the Association with a copy of such order; and
- (f)** implement additional security enhancements (at the Licensee's expense) as requested by the Association.

## **6. PRIVACY**

When collecting, using or disclosing any personal information from or through the Association, the Licensee will strictly comply with: (i) the Personal Information Protection and Electronic Documents Act, as amended (PIPEDA), (ii) The Personal Information Protection Act (Alberta) and all other applicable provincial and other privacy legislation; and (iii) the Association's privacy policies (copies of which are available from the Association's privacy officers). Without limitation to the foregoing or any of the Licensee's obligations under Section 6, the Licensee hereby covenants and agrees as follows:

- (a)** All Listing Content is personal information within the meaning of the applicable privacy legislation and is considered by the parties to be confidential information.
- (b)** The Licensee will not collect, use, or disclose the Listing Content in any manner not expressly permitted by this agreement.
- (c)** The Licensee warrants that it has implemented appropriate security measures to protect the Listing Content, including taking appropriate steps to protect the Listing Content against data scraping.
- (d)** "Appropriate security measures" means technical, physical and procedural controls to protect personal information and the Listing Content against destruction, loss, alteration, unauthorized disclosure to or unauthorized access by third parties or unauthorized access by employees or contractors employed by the Licensee, whether by accident or otherwise, especially where

such personal information is transmitted over electronic networks under the control of or as authorized by the Licensee.

- (e) The Licensee shall promptly provide written notice to the Association about:
  - (i) any request for the disclosure of the Listing Content, including requests by law enforcement authorities, without responding to the request unless required by law or judicial order;
  - (ii) any suspected or confirmed unauthorized access to the MLS System, including any suspected or confirmed access attempts by an unauthorized party; and
  - (iii) any accidental or unauthorized access to, or use, loss or disclosure of, the Listing Content.
- (f) The Licensee will promptly address and fully co-operate with regard to all enquiries from the Association with respect to its use of the Listing Content.
- (g) The Licensee will treat the Listing Content at all times as confidential information and will bind its employees, vendors, and agents who handle personal information and confidential information on behalf of the Licensee, in writing to terms no less protective of privacy and personal information as set out in this agreement.
- (h) The Licensee will promptly return to the Association or destroy all personal information that is no longer necessary to fulfill the purpose for which it was made available, unless otherwise instructed by the Association or required by law.

The obligations in this Section 6 will survive termination of this License and the Association shall have the right to audit the Licensee's compliance at its convenience, with prior notice to Licensee.

## 7. DATA USAGE TYPE

The Association may limit the fields the Licensee can access based on the requirements of their software. The Association reserves the right to determine, in its sole discretion, appropriate access controls, including data field access, as well as data storage and retention for each use.

## 8. FEES

### (a) Setup Fee

Upon signing this License, the Licensee shall pay the Association a fee in the amount as set out in Section 1 of Schedule "C" (the "**Initial Setup Fee**"). The Initial Setup Fee includes the Annual License Fee for the balance of the calendar year that the date that is set out in Subsection 1(b)(ii) is in.

### (b) Annual License Fee

The Licensee shall pay the annual license fee in the amount set out in Section 2 of Schedule "C" (the "**Annual License Fee**") in advance, on or before the start of the annual billing term.

### (c) Fees for Services

The Licensee shall pay a service fee in the amount set out in Section 4 of Schedule "C" per hour (the "**Hourly Rate**") to the Association for any additional services that the Association provides to the Licensee which are not included in the Initial Setup Fee or the Annual License Fees.

### (d) Changes to Fees

The Association shall have the right to change any of its fees at any time and from time to time on prior written notice to the Licensee.

### (e) Fees Non-Refundable

Once paid, each of the fees set out in this Article 9 are non-refundable and non-creditable against other fees payable in connection with this License.

## **LATE PAYMENTS**

If any amount due under this License is not paid when due or upon later demand by the Association, then in addition to any other remedies which may be available to it, the Association may charge interest on a daily basis from the original due date at the rate of eighteen percent (18%) per annum or at the highest rate permitted by law (whichever is less) until the amount is actually paid. If the Association has suspended the Licensee's access to any or all of the Association Information due to the Licensee's failure to pay as and when due, the Association shall be entitled to, in addition, charge a service reinstatement fee as set out in Section 5 of Schedule "C" prior to the Association restoring access to the Licensee.

## **9. TERM**

Following the term set out in Subsection 1) b) (ii) hereof, the term for this License shall automatically renew for successive one month renewal terms unless either party gives written notice to the other at least 20 days prior to expiration of the then-current term of the License.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- (a)** The Licensee acknowledges that the Association owns and/or controls all right, title and interest, including all copyrights and other proprietary rights, in all elements of the Association's MLS<sup>®</sup> System, including software, Coding, the Listing Content, the Compilation, and all parts thereof.
- (b)** The Licensee agrees that it will not challenge or take any action inconsistent with the Association's ownership rights.
- (c)** Except as specifically provided by this agreement, the Licensee has no right to produce, reproduce, use, modify, publish, exhibit, download, upload, post or distribute the Listing Content, the Coding, or any part thereof.
- (d)** The Licensee shall comply with, observe, and be bound by all restrictions, copyright notices or other limitations on access to the Association's MLS<sup>®</sup> System and use of the Listing Content, as may be adopted by the Association from time to time.
- (e)** The Licensee acknowledges that The Canadian Real Estate Association (CREA) is the owner of the MLS<sup>®</sup>, Multiple Listing Service<sup>®</sup> and related certification marks, and is the exclusive Licensee of the REALTOR<sup>®</sup>, REALTORS<sup>®</sup> and related certification marks (collectively, "CREA's trademarks"), which the Member is licensed to use as a result of their membership in CREA.
- (f)** The Licensee agrees and acknowledges that it has no right to use or display any of CREA's trademarks except as necessary to give effect to this agreement.
- (g)** The Licensee agrees to only display CREA's trademarks in accordance with CREA's By-Laws and Rules.

The Licensee hereby acknowledges and agrees that each of the foregoing provisions shall be incorporated into any contract between the Licensee and any third party contractor that the Licensee retains to give effect to this License, and that the Licensee's failure to enforce or comply with the foregoing requirements shall constitute a fundamental and material breach of this License.

## **LICENSEE'S PROPERTY**

The Licensee gives the Association permission to use any data added to the MLS<sup>®</sup> System that the Licensee owns or has the right to share. This license is permanent, free of charge, and allows the Association to grant the same rights to others. The only exception is for property value estimates created by the Licensee. Copyright details as outlined in Schedule (F) (4).

## **11. NO REPRESENTATIONS OR WARRANTIES BY THE ASSOCIATION, NO INDEMNITY BY THE ASSOCIATION**

- (a)** The License is granted on a strictly “as is” basis in all respects. Access to the Association’s MLS® System and the Listing Content is solely at the risk of the Licensee, including without limitation the risk that the Listing Content is inaccurate or incomplete, or that the Listing Content and the transmission thereof may be corrupted or contain viruses, bugs or other defects.
- (b)** THE ASSOCIATION MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OWNERSHIP, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, AND THE ASSOCIATION DISCLAIMS ANY RESPONSIBILITY REGARDING THE OPERATION OF THE ASSOCIATION’S MLS® SYSTEM AND THE ACCURACY OF ANY AND ALL DATA, OR THEIR SUITABILITY FOR THE PURPOSES OF THE LICENSEE.
- (c)** To the extent permitted by law, in no event shall the Association be liable for any indirect, special, incidental, consequential or punitive damages, including but not limited to those for business interruption or loss of profits, even if the Association has been notified of the possibility of such damage.
- (d)** The Association’s maximum liability arising from any and all claims in connection with this agreement shall not exceed the greater of (i) all license fees and costs paid by the Licensee in the prior twelve (12) months under this License, and (ii) \$100.
- (e)** The Licensee shall indemnify and hold harmless the Association and its officers, directors, employees and agents, from any and all claims, actions, causes of action, or liability of any kind, including all costs and legal fees, arising in any way from any grossly negligent acts by the Licensee or a material breach by the Licensee of its obligations under this agreement. The Association shall indemnify and hold harmless the Licensee from any and all claims, actions, causes of action, or liability of any kind, including all costs and legal fees, arising in any way from any grossly negligent acts by the Association or a material breach by the Association of its obligations under this agreement subject to the cap in paragraph (d) above.

## **12. FORCE MAJEURE**

Neither party shall be liable for the non-performance or delays of its services or obligations under this License, except payment obligations, which are due to acts of God or any other cause which is beyond the reasonable control of a party, provided however, that the Licensee shall be liable for any breach by a third party accessing data under this License if the Licensee has failed to take reasonable steps to protect the data accessed hereunder.

## **13. DEFAULT**

- (a)** It is expressly agreed that:
  - i.** if and whenever the Fees or other amounts payable by the Licensee or any part thereof, whether lawfully demanded or not, are unpaid and the Licensee has failed to pay such Fees or other amounts within three Business Days after the Association has given to the Licensee notice requiring such payment; or
  - ii.** if the Licensee breaches or fails to observe and perform any of the other covenants, agreements, provisos, conditions, rules, or regulations and other obligations on the part of the Licensee to be kept, observed, or

performed under this License and such breach or failure continues for three Business Days after the Association has given the Licensee notice of it; or

- iii. if the License or any of the goods and chattels of the Licensee is at any time seized in execution or attachment; or
- iv. if a receiver or receiver-manager is appointed of the business or property of the Licensee; or
- v. if the Licensee makes any assignment for the benefit of creditors or any bulk sale, becomes bankrupt or insolvent or takes the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or (if a corporation) takes any steps or permits any order to be made for its winding-up or other termination of its corporate existence; or
- vi. if the Association becomes entitled to terminate this License under any provision of it;

then and in every such case the Association may, at its sole option, suspend or terminate this License without notice to the Licensee.

**(b) Obligations Upon Conclusion of License**

Upon the earlier of (i) the termination of this License for any reason, and (ii) the expiration of the Term, the Licensee shall return to the Association or destroy, as directed by the Association in writing, the Access Information, all Association Information, all MLS® System data and all other information from the MLS® System database in its possession or under its control. Within 10 Business Days of the earlier of the termination of this License and the expiration of the Term, the Licensee shall deliver to the Association a written statement signed and certified by a duly authorized officer of Licensee indicating that the provisions of this Section 14.2 have been fulfilled by the Licensee, and shall further deliver payment to the Association of any outstanding amounts due or accruing due to the Association by the Licensee at the time of termination or expiration (as the case may be).

**14. TERMINATION**

**(a) This agreement may be terminated:**

- (i)** At any time by the Association or the Licensee, without cause, on thirty (30) days written notice to the other;
- (ii)** Immediately by the Association if the Association, in its sole discretion, determines that the Licensee has used, transferred or disclosed the Listing Content or Compilation, or has accessed the Association's MLS® System in a manner which breaches this agreement;
- (iii)** Immediately by the Association or the Licensee if any party has breached any other material provision of this agreement and such breach has remained uncured thirty (30) days after written notice has been delivered to the breaching party;
- (iv)** Immediately by the Association if the Licensee ceases to be a Member of the Association; and
- (v)** If any party makes an assignment for the benefit of creditors or becomes insolvent, or if bankruptcy proceedings are commenced with respect to a party.

**15. OBLIGATIONS ON TERMINATION**

**(a) Upon termination of this agreement for any reason, the Licensee agrees as follows:**

- (i) The Licensee will no longer have the right to access the Association's MLS® System, and shall immediately cease doing so;
  - (ii) The Licensee shall make no further attempt to download Listing Content from the Association's MLS® System, and shall immediately cease doing so and must destroy all copies of the Listing Content;
  - (iii) The Licensee shall cease any further use, reproduction, exhibition, distribution or transmission of the Listing Content downloaded prior to termination;
  - (iv) The Licensee shall immediately remove, and permanently destroy, all copies of the Listing Content from the Member's Website(s), and from any other Website or data distribution facility under the Licensee's power, possession or control;
  - (v) The Licensee shall delete or disable from any of its software any functionality permitting downloading from the Association's MLS® System; and
  - (vi) The Licensee shall immediately make any payments to the Association that are required pursuant to this agreement.
- (b) Articles 3, 5, 6, 11, 12 and 17 shall survive any termination of this agreement and shall remain in full force and effect for the full applicable limitation period or periods.

## 16. INJUNCTIVE RELIEF

The Licensee acknowledges that any breach of this agreement or any term thereof by the Licensee may result in irreparable and continuing damage to the Association for which there will be no adequate remedy in damages. In the event of such a breach, the Association shall be entitled to seek injunctive relief, and the Licensee consents to the issuance of an interim and interlocutory injunction. This right to injunctive relief is in addition to any other remedies the Association may have.

## 17. ASSIGNMENT

The Licensee shall NOT assign this agreement or any rights hereunder, nor shall it sub-license any rights hereunder, without the prior written consent of the Association, and subject to such terms as the Association may request, including without limitation that any prospective assignee or sub-Licensee agree in writing to be bound by the terms and conditions of this agreement. The Association may assign this agreement or its rights hereunder upon written notice to the Licensee. This agreement shall be binding upon and endure to the benefit of the parties and their permitted successors and assigns.

## 18. CHANGE OF CONTROL

If the Licensee is a corporation and, at any time during the Term or any renewal of it, any or all of the corporate shares or voting rights of shareholders of the Licensee are transferred by sale, assignment, bequest, inheritance, trust, operation of law, or other disposition, or treasury shares be issued, so as to result in the control of the Licensee having changed from one person or group of persons to another person or group of persons without the prior written consent of the Association, which consent will not be unreasonably withheld, then, and so often as such a change of control occurs, the Association will have the right to terminate this License at any time after such change of control by giving the Licensee 5 days' prior written notice of such termination. The Licensee will, upon request by the Association, make available to the Association from time to time for inspection and copying all books and records of the Licensee that alone or with other data show the applicability or otherwise of this Section. This Section will not be applicable to any transfer of shares that are listed on a security exchange regulated by Governmental Authority.

## 19. WAIVERS

No condoning, excusing, or overlooking by the Association or Licensee of any default, breach, or non-observance by the Licensee or the Association at any time or times in respect of any covenant, proviso, or condition in this License will operate as a waiver of the Association's or the Licensee's rights under this License in respect of any continuing or subsequent default, breach, or non-observance or so as to defeat or affect in any way the rights of the Association or the Licensee in this License in respect of any such continuing or subsequent default or breach, no acceptance of Fees by the Association subsequent to a default by the Licensee (whether or not the Association knows of the default) will operate as a waiver by the Association, and no waiver will be inferred from or implied by anything done or omitted by the Association or the Licensee except only express waiver in writing.

## 20. FURTHER DOCUMENTS

During and after the Term of this License, each party will promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this License and to complete the transactions contemplated by this License.

## 21. REMEDIES

The rights and remedies under this License are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

## 22. INTERPRETATION OF LICENSE

The parties agree that this License shall be fairly interpreted in accordance with its terms without any strict construction in favor or against either party and that an ambiguity shall not be interpreted against the drafting party.

## 23. REVIEW OF LICENSE

Each party represents that it has taken all required corporate and other actions to approve this License and authorize its execution, and that it has had an opportunity to have this License reviewed by professional advisors and counsel of its own choice before executing it.

## 24. NOTICE

(a) Any notice under this agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or electronic facsimile machine addressed as follows:

(i) to the Association at the address above:

(ii) to the Licensee at the address above:

or at such other addresses as the parties may designate from time to time pursuant to this Article.

(b) Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by electronic mail or, if mailed, three (3) business days after the same is mailed, except in the event of a postal interruption or strike in which case notice shall be provided by personal delivery, prepaid courier or electronic mail.

## 25. SUBMISSION TO JURISDICTION

Each of the parties irrevocably submits to the jurisdiction of the courts of Alberta in any legal proceeding and each party to this License waives, and will not assert by way of motion, as a defence, or otherwise, in any action, any claim that:

- (a) that party is not subject to the jurisdiction of the courts of Alberta;
- (b) the action is brought in an inconvenient forum;
- (c) the venue of the action is improper, or
- (d) any subject matter of the action may not be enforced in or by the courts of Alberta.

In any suit or action brought to obtain a judgment for the recognition or enforcement of any final judgment rendered in an action, no party to this License will seek any review with respect to the merits of any action, whether or not that party appears in or defends the action.

## **26. AMENDMENTS**

No amendment, supplement, restatement or termination of any provision of this License is binding unless it is in writing and signed by both parties.

## **27. SEVERABILITY**

- (a) If any provision of this agreement is held to be unenforceable or invalid by any Court of competent jurisdiction, the invalid provision shall be severable and the validity and enforceability of the remaining provisions of this agreement shall not be affected thereby. For any provision held unenforceable or invalid, the parties agree to substitute a provision as like in scope and effect as may be permitted by law.
- (b) The failure by a party to enforce any provision of this agreement shall not be construed as a waiver of that provision or of any other provision. Furthermore, the intentional waiver by a party of any one provision shall not be construed as the intentional waiver of any other provision.

## **28. ENTIRE AGREEMENT**

This agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to the subject matter hereof. The terms of this agreement supersede those of any agreement the Licensee has with the Member in respect of any conflict. The recitals and schedules form part of this agreement. This agreement may be executed electronically, by fax, and in counterparts.

## **29. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Courts of the Province of Alberta to adjudicate any and all disputes regarding the validity, interpretation and/or enforcement of this agreement.

## **30. RULES**

The Licensee shall comply with the Rules and Regulations. The Association may from time to time make other rules and regulations to amend and supplement the Rules and Regulations which relate to the operation, use, reputation, safety or care of the Association Information, and any other matters affecting the use of the Association Information.

[Signature Page Follows]

**IN WITNESS WHEREOF** the Parties hereto have executed this agreement and agree to be bound by its terms.

<b>Licensee</b>
Per:
Name:
Title:

<b>REALTORS® Association of Edmonton</b>
Per:
Name: Larry Westergard
Title: President & CEO

**SCHEDULE "A"**  
**Technical Procedures**

**SCHEDULE "A" – DEFINITIONS**

- (a) **"Access Information"** has the meaning ascribed to it in Section 4 of the License.
- (b) **"Annual License Fee"** has the meaning ascribed to it in Section 9(b) of the License.
- (c) **"Annual Solution Fee"** has the meaning ascribed to it in Section 9(b) of the License.
- (d) **"Association"** or **"RAE"** is the Edmonton Real Estate Board Co-operative Listing Bureau Limited trading under REALTORS® Association of Edmonton, also referred to as the Board.
- (e) **"Association Information"** means: (i) the MLS® System data, (ii) the MLS® System database, (iii) the Access Information, (iv) all data, information and material relating to any of the Association's businesses or assets, (v) all other information obtained from or through the Association or its agents during the Term (whether orally or in writing) which is marked or stated to be "Confidential", or which, by its nature should reasonably be understood to be confidential, and (vi) all analyses, compilations, file caches, output data, studies, memoranda, notes, reports, maps, documents, software, documentation, or other information in hard copy, electronic or other form containing or based upon any such information furnished hereunder.
- (f) **"Authorized Users"** means members in good standing of the Association and by subscribers in good standing of the Association's MLS® System database and by other users as agreed by the parties in writing, from time-to-time.
- (g) **"Board"** means the Board of Directors of the Association.
- (h) **"Business Day"** means a day other than a Saturday, Sunday or statutory holiday in Alberta.
- (i) **"Client List"** shall mean the Licensee's list of clients in the form set out in Appendix A to the License.
- (j) **"Cover Sheet"** means the first pages of this License, which (among other things) describe the parties and the details of the Database License, and which contains the parties' signatures.
- (k) **"Fees"** means any fee charged by the Licensor pursuant to this License including the Initial Setup Fee, the Annual License Fee, and the Hourly Rate.
- (l) **"GAAP"** means generally accepted accounting principles in effect in Canada including the accounting recommendations published in the Handbook of the Chartered Professional Accountants of Canada.
- (m) **"Governmental Authority"** means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any government agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government.
- (n) **"Hourly Rate"** has the meaning ascribed to it in Section 9(c) of the License.
- (o) **"IDX"** means a portion of the Association's MLS® System data limited to data in certain fields designated by the Association and limited to those listings which are then currently active and for which the Member responsible for such listing has consented to sharing it with others.
- (p) **"Initial Setup Fee"** has the meaning ascribed to it in Section 9(a) of the License.
- (q) **"License"** means this agreement and any recitals and Schedules, as amended, supplemented or restated from time to time.
- (r) **"License Type"** refers to the usage level.
- (s) **"Licensee"** has the meaning ascribed to it on Page 1 of the License Agreement.
- (t) **"Member"** means a member in good standing of the Association.
- (u) **"Member Fee Payment Election"** means an election in the form set out in Schedule "C-1".
- (v) **"MLS® System Data"** shall include, but not be limited to, property listings, sales and comparable data, property history, real estate statistical data, contacts, prospects, saved searches, user-defined saved search criteria and reports, financial worksheet data, digital images and photographs, business rules, user class matrices and other system level information regarding a customer or its users in the RAE's MLS® System database, and may contain Personal Information.

- (w) **"MLS® System Database"** means the RAE's single proprietary database containing all MLS® System data.
- (x) **"Notice"** means any notice, approval, election, demand, direction, consent, designation, request, agreement, instrument, certificate or other communication required or permitted to be given or made under this License.
- (y) **"Personal Information"** means any information about an identifiable individual provided to the Licensee by the Association.
- (z) **"Onboarding Verification"** has the meaning set out in Section 2 of the License.
- (aa) **"Regular Business Hours"** means 09:00 to 17:00 MST on a Business Day.
- (bb) **"Rules and Regulations"** means the rules and regulations of the Association attached to the License as Schedule "B", as may be amended from time to time.
- (cc) **"Social Media Sites"** means a website or application that is created with the main purpose of facilitating the creation, sharing and aggregation of content between and among its users (ie. Facebook, Instagram, Twitter (X), Tiktok, etc.) in RAE's sole discretion.
- (dd) **"Tax"** or **"Taxes"** includes all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority (including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and charges) together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges.
- (ee) **"Term"** means the period in which the License is active.
- (ff) **"Written"** includes printed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning.
- (gg) **"VOW"** means a portion of the Association's MLS® System data limited to data in certain fields designated by the Association and limited to those listings for which the Member responsible for such listing has consented to sharing it with others.

SCHEDULE "B" - SECTION 4 OF THE RULES & REGULATIONS OF THE  
REALTORS® ASSOCIATION OF EDMONTON

All signatories to this agreement must abide by Section 4 of the Rules and Regulations of the REALTOR® Association of Edmonton. The current copy of Section 4 of the Rules and Regulations can be found by following this link. [Click here](#)  
Third parties will be provided with a minimum of 30 days' notice prior to the implementation of any updates or changes to the rules. This notice period is intended to allow sufficient time for third parties to review and comply with the new requirements.

## SCHEDULE "C" – FEES

		ACTIVE DATA	ACTIVE AND SOLD DATA
1.	Initial Setup Fee:	\$250	\$500
2.	Annual License Fee:	\$250	\$500
3.	Service Fees (external consultant):	\$ 75 per hour	\$75 per hour
4.	Service Reinstatement Fee:	\$250	\$500

\* Billing Cycle: April 1<sup>st</sup> -March 31<sup>st</sup>

## SCHEDULE "D" - ADDITIONAL TERMS AND CONDITIONS (Application Development)

### 1. Definitions

In this Schedule "D", the words and phrases set out below shall have the meanings set out herein and the words and phrases set out in Schedule "A" of the License shall have the meanings set out therein:

- (a) "**Application**" means the website or application of the Licensee.
- (b) "**Data Usage Type**" will determine the list of fields the Licensee will have access to and the business rules they must follow based upon the license type described in Subsection 1 a)(ii) of the License.
- (c) "**End User**" means members of the public and Member's clients.
- (d) "**Function**" is the Licensee's description of what the Application's usage and displays being developed, as approved in writing by the Licensor.
- (e) "**Initial Customization Services**" means the service and support to assist in the data transfer from the MLS® System Database to the Application. These services and support must be completed in the first 30 days of the License being signed.
- (f) "**License**" means the license to which this Schedule is attached, including all schedules, as it may be amended.
- (g) "**Licensee Confidential Information**" means any proprietary business, technical, operational, financial, or customer information delivered by the Licensee to the Association during the Term that is marked or otherwise identified as confidential or proprietary, or that recipient knows or reasonably should know is confidential or proprietary, including, but not limited to, any Application source code and any information regarding users of the Application. As between the Association and the Licensee, the Licensee is the sole and exclusive owner of the Licensee Confidential Information and nothing in this License shall be construed to convey any title, interest, or ownership right in or to the Licensee Confidential Information of the Association.
- (h) "**Parallel Server**" means a server used by the Licensee to store MLS® System data as allowed by the License. The server must be located in Canada or the United States of America. It must also be owned by companies headquartered in North America, where legal responsibilities can be practically enforced.
- (i) "**Record**" means a single listing detail of MLS® System data referring to a property, member or office.
- (j) "**Registrant**" means an End User with a user account on the Licensee's Application.
- (k) "**Sensitive Information**" means Personal Information and passwords.

### 2. Payment

In consideration for any additional services to be provided by the Association to the Licensee hereunder, the Licensee shall pay the Hourly Rate to the Association on the condition that the additional services are previously approved by the Association and the Licensee in writing. Subject to any other written agreement made between the

parties respecting the payment of additional fees, any additional fees will be invoiced by the Association monthly in arrears, and shall be due and payable 30 days following receipt of invoice by the Licensee.

### 3. Association's Out of Pocket Expenses

If the delivery of Initial Customization Services causes the Association to incur any out of pocket expenses, the Licensee will bear the cost of those expenses on the condition that the incursion of such expense is previously approved by the Licensee in writing plus 20% administration fee. The Association shall invoice the Licensee on a monthly basis in respect of such previously approved expenses which are incurred, and such invoices shall be due and payable 30 days following receipt by the Licensee.

### 4. Licensee Representations and Warranties

The Licensee represents and warrants that:

- (a) it has the capacity and authority to enter into the License;
- (b) it has sufficient skill, expertise, and financial resources to comply with all of its obligations under the License; and
- (c) it has necessary industry-standard security mechanisms in place to prevent scraping or other unauthorized accessing, reproduction or use of the MLS® System database.

### 5. Licensee's Obligations regarding the Application

Licensee will provide all training, support and other services reasonably required by Registrants in respect of the Application. Licensee will also optimize the Application to minimize the Application's and the Licensee's use of the Association's systems, networks, bandwidth, personnel and other resources. If the Licensee uses the Parallel Server, the Licensee must authenticate users against the Association's central authentication database, to ensure users are Authorized Users.

### 6. Licensee's Property

Title to, and ownership of, the Application (and all intellectual and industrial property rights therein or related thereto) shall at all times remain with the Licensee.

### 7. Further Restrictions Upon Licensee

- (a) Without limiting the generality of the foregoing, the Licensee is expressly prohibited from using the Access Information or accessing the MLS® System database for any purpose other than to facilitate the Registrants' use of the Application for the Function in strict accordance with the terms of the License.
- (b) The Licensee shall not make any changes to the Function, except with the prior written consent of the Association.
- (c) The Licensee shall not directly or indirectly cause a third party to believe that the Licensee or the Application or the Licensee's services are endorsed, supported, recommended or approved by the Association.
- (d) The Licensee shall not use any of the Association's names or trademarks or the Association Information (including but not limited to lists of Authorized Users obtained pursuant to this License) to market or distribute its Application or other services, providing only that the Licensee may advertise, promote, and/or otherwise disclose that their Application, if any, can retrieve and display MLS® System data from the MLS® System database, and that the Association has permitted such retrieval and display.

### 8. Exceptions to License

Notwithstanding Section 3(e) of the License, the Licensee may advertise, promote, and/or otherwise disclose that their Application can retrieve and display MLS® System data from the MLS® System database, and that the Association has permitted such retrieval and display.

#### 9. Licensee Confidential Information

- (a) During the Term, the Association may receive or have access to the Licensee Confidential Information. The Association agrees to preserve and protect the confidentiality of the Licensee Confidential Information, and to bind their employees and agents in writing to terms regarding the Licensee Confidential Information that are no less restrictive than those set forth in this Section 9. The Association shall not disclose or disseminate the Licensee Confidential Information to any third party without the written consent of the Licensee, and shall not use the Licensee Confidential Information for the Association's own benefit or for the benefit of any third party except as may be contemplated herein. Upon the Licensee's request, the Association shall return to the Licensee all copies of the Licensee Confidential Information.
- (b) The confidentiality obligations set forth in this Section 9 shall not apply to any information that (i) is or becomes a part of the public domain through no act or omission by the Association, (ii) is independently developed by an employee of the Association without use or reference to the Licensee Confidential Information, (iii) is disclosed to the Association by a third party that, to the Association's knowledge, was not bound by a confidentiality obligation or other prohibitive contractual obligation to the Licensee with respect to such information, or (iv) is demanded by a lawful order from any court or any body empowered to issue such an order (to the extent disclosure is mandated by such order). The Association agrees to notify the Licensee promptly of the receipt of any such order, and to provide the Licensee with a copy of such order.

#### 10. Privacy

Without limitation to the foregoing or any of the Licensee's obligations under Section 6 of the License, the Licensee shall use and disclose Personal Information only for the purpose of permitting Registrants to use the Application as specifically contemplated hereunder; however, the Licensee may also use and disclose Personal Information about its customers for the purposes of customer communication including notices of system upgrades, system outages, product enhancements and other customer support related information, but only to the extent authorized by its customers in writing.

#### 11. Accurate Display of Data

The Licensee shall ensure that all data displayed on the Application shall be displayed correctly in its entirety and may not be changed. For clarity and by way of an example, the number of bathrooms is encoded as a floating point number with the number of full bathrooms indicated by the integer to the left of the decimal point and the number of half-bathrooms indicated by the integer to the right of the decimal point. If the Application rounded the number of bathrooms from 1.2 to 1, the Application would incorrectly show that the property listed only had one full bathroom and no half bathrooms. The Application may show additional data not obtained from the MLS® System data so long as such data is not otherwise prohibited and the Application clearly identifies the source of such data. For clarity, this

Section is not intended to prevent the Application from showing less than all the available fields for any particular listing or showing less listings than would otherwise meet any search criteria entered into the Application.

## 12. Limitations on Display

The Licensee shall ensure that the Application respects all flags in the data feed which limit the Licensee's right to display MLS® System data listings in response to a search by a consumer by:

- (a) limiting the display of MLS® System data supplied by the Association in which the Licensee or the Member who has contracted with the Licensee has participatory rights in such listing and only where expressly permitted by the Association;
- (b) excluding any specific listings data fields (i.e. property address) whose display is prohibited at the request of the seller, listing brokerage, or the Association;
- (c) excluding those listings belonging to listing brokerages who have opted out of the display of their listings by other Members.

For clarity, none of the above apply to (i) non-MLS® System data listings, (ii) the Licensee's own listings, or (iii) the listing of the Member who has contracted with the Licensee to provide such searches.

In addition, the Licensee shall not permit its Application to search or display data intended exclusively for other Members including private instructions or remarks intended for cooperating brokers only, such as remarks regarding showing or the security of the listed property, and the names and contact details of the seller or sellers, or the names and contact details of the occupant or occupants of the listed property.

## 13. Data Freshness

The Licensee shall ensure that any MLS® System data available on the Application shall be refreshed not less frequently than every twenty-four (24) hours and the Application must display to users of the Application the date of last update.

## 14. Privacy Policy

The Licensee shall ensure that its Application permits easy access to the Licensee's privacy policy which informs users of the Application of the ways in which any information that the user provides or permits the Application to access will be used.

## 15. Software Characteristics

In order to minimize the demand that users, using the Application, might place upon the Association's technology resources, the Licensee agrees that the Application shall limit the amount of MLS® System data that it draws from the MLS® System database as follows:

- (a) If the Application pulls live data from the MLS® System database during Business Hours in accordance to the following restrictions:
  - (1) Records – 1,500 per query, and
  - (2) Images – 1,500 per query.
- (b) Queries which may be viewed by an End User from the MLS® System database or the Parallel Server in accordance with the following restrictions:
  - (1) Records – 1,500 per query, and
  - (2) Images – 1,500 per query.

The Licensee shall ensure that the Application license contains (a) a covenant by the user that the user shall not use the Application for any purpose prohibited by the Association's by-laws or any other rules, policies or procedures, or laws applicable to the user (as any of the foregoing are amended from time-to-time), and (b) an acknowledgement by the user that the license is between the user and Licensee, and that the Association is not responsible for the Application.

#### 16. Search, Display and Print Restrictions

If MLS® System data is presented on the Internet, the Licensee must implement the following practices:

- (a) A robots.txt file must be implemented and robots identified as undesirable by the Association must be denied access using this file by the Licensee.
- (b) User inputs (including URL and form parameters) must not be easy to manipulate, to ensure that MLS® System data is not easily spidered.
- (c) Sensitive Information must be obscured using JavaScript or hidden behind forms (and not present in 'hidden' form fields).

#### 17. Additional Programming Restrictions

The Licensee must also implement the following programming practices as applicable:

- (a) User inputs and other parameters (URL, Form) must ALL be validated at both interface and business tiers for data type, allowed character set, numeric range and enumerated legal values. Special characters, such as those used for cross site scripting attack (XSS) and SQL injection must be stripped or otherwise rendered harmless.
- (b) All reasonable steps must be taken to prevent browser caching of Sensitive Information.
- (c) Repeated failed logins must be logged and generate alerts and exception reports provided to the Association upon request.
- (d) Passwords and other Sensitive Information must be stored in encrypted format, and the encryption key must be strongly protected.
- (e) Logins and other parts of user sessions where Sensitive Information is transmitted must use strong TLS encryption.
- (f) If located in different data centres, back end connections between the web application and database must be strongly encrypted.
- (g) Sensitive Information or information that could be manipulated and result in information discovery must never be unencrypted in a cookie, form field or URL parameter.
- (h) Every application component must be thoroughly wrapped in error-trapping code so that Sensitive Information is never displayed to the end-user.
- (i) Administrative-level functions must always be located on a separate IP address, or at least on a separate port, from public functions. Ideally, VPN access would be required.

- (j) Additional reasonable judgment must be used in developing secure web applications.

#### 18. Right to Monitor Access and Use

- (a) The Association reserves the right to require the Licensee implement additional security measures at the Licensee's sole cost within a reasonable period of time upon written notice to the Licensee.
- (b) The Licensee will permit and assist the Association to monitor the Licensee's exercise of the License to ensure full compliance with this License.
- (c) The Licensee's Application which uses or accesses any of Association's information must not be made accessible to the general public or the Licensee's customers until after the Association has inspected the application and its interaction with the Association's database(s), and confirmed in writing that the Licensee may make the application accessible. The Licensee will grant the Association the appropriate level of access so that the Association can determine compliance. This approval shall not be unreasonably withheld.
- (d) The Association may conduct periodic inspections of the Application, not less than once per year. The Licensee will give the Association the appropriate level of access to the Application.
- (e) If the Licensee stores Sensitive Information, the Licensee shall at its own expense annually undergo thorough, independent security assessments conducted by a mutually agreed upon party, with a summary of the results provided to the Association within 14 days of the Licensee's receipt of same.
- (f) For access to the any data feed, the Licensee will ensure that all new Authorized Users are Members in good standing with the Association. This will include Association notification prior to the Application being created and subsequent compliance approval before the Application is launched.
- (g) The Licensee will ensure all new templates and/or features are compliant with Association rules. Once compliance is approved the Licensee may use the templates and/or features.

#### 19. Translation of Data

The Licensee may translate the data for use on the Application to the following requirements:

- (a) Provide a notice of the source of the information indicating it is a translation from the original copy.
- (b) Link back to the original source of data via clearly displayed hyperlink.
- (c) Display an Association copyright notice and disclaimer in English as specified by the Association.

#### 20. Notices

The Licensee will include the legend "Copyright [year] by the REALTORS® Association of Edmonton. All Rights Reserved." in any session during which data contained in the MLS® System database is displayed on the Application.

The Licensee shall ensure that the legend "Data is deemed reliable but is not guaranteed accurate by the REALTORS® Association of Edmonton" is displayed in any session during which data contained in the MLS® System database is displayed on the Application. For clarity, the Application may also display any other disclaimers that the Licensee desires for the purpose of protecting the Licensee and the Association from liability.

If the Licensee uses a Parallel Server, the Application shall display the last time the data was updated in any session during which data contained in the MLS® System database is displayed on the Application. For example, the Licensee could display “Data was last updated [date] at [time].”

#### 21. Delivery of Initial Customization Services

Upon reasonable written request from the Licensee and subject to availability, the Association will perform the Initial Customization Services during Regular Business Hours in order to address technical issues raised by the Licensee in respect of the interface between the Application and the MLS® System database. The Initial Customization Services will only be performed within the first 30 days after the date set out in Subsection 1(d)(ii) of the License. Notwithstanding the foregoing, the Association will only provide the following services to the Licensee for their Application:

- (a) Process the Licensee’s application for a license from the Association;
- (b) Create an Authorized User account or accounts, to permit access to the MLS® System database, where necessary;
- (c) Assist the Licensee in ensuring that Licensee’s Authorized User usernames and passwords submitted from the Application to the MLS® System database are correctly verified by MLS® System database in a basic way. No coding consultation will be given.
- (d) Ensure that all the allowed fields in the data feed are present for the given use and data product.

The Licensee agrees that all other issues must be resolved externally/elsewhere.

#### 22. Licensee Contact Personnel

In respect of the delivery of services by the Association hereunder, the Licensee shall appoint a person to communicate with the Association on its behalf with respect to all matters relating to the services.

#### 23. License to the Association

Upon execution of this License, the Licensee will deliver to the Association:

- (a) a user name and password to access a fully operational end user account for the Application with full privileges to use all end user services and features of the Application during the Term; and
- (b) if any of the Application must be installed on end user equipment, a fully operational executable copy of the Application.

The Licensee hereby gives the Association a fully paid-up, royalty-free, perpetual, non-exclusive License during the Term to install and use the Application, and to use the user name, password and end user account, for the sole purpose of verifying the Licensee’s compliance with its obligations under this License. The Licensee will not change the user name or password, or modify the privileges associated with the end user account, without the Association’s prior written consent.

#### 24. No Warranties or Representations

The Association will not be liable for the failure of any Application interface or for any interruption to the Licensee’s or the Application’s or the user’s access to the MLS® System database.

## 25. Indemnification

The Licensee agrees to indemnify and hold harmless the Association, its employees, directors, members, agents and representatives with respect to any claims, actions liability, loss, expenses, and legal fees on a solicitor and own client (full indemnity) basis, arising from any third-party claims or any proceedings of any Governmental Authority relating to the Application, this License, or the MLS® System data.

## 26. Options to Terminate

Notwithstanding anything to the contrary in the License or in this Schedule "D", either party may terminate this license on 30 days prior written notice to the other.

## 27. Obligation to Notify Members

If the Licensee is not a Member, in the event that the Association gives the Licensee notice alleging that the Licensee is in breach of the License, the Licensee shall give written notice of such breach to any Members that the Licensee has contracted with to provide services using the Association Information within two Business Days of the Licensee's receipt of such notice.

## 28. Obligations Upon Conclusion of License

Upon the earlier of (i) the termination of this License for any reason, and (ii) the expiration of the Term, the Licensee shall within 10 Business Days:

- (a) delete from all Application thereafter marketed, licensed or distributed: (i) modifications permitting access to the MLS® System database or downloading of MLS® System data, and (ii) any references to the Association; and
- (b) destroy or permanently erase to the satisfaction of the Association all Association Information (including all copies thereof) in the power or possession of the Licensee.

Within 15 days of the earlier of the termination of this License and the expiration of the Term, the Licensee shall deliver to the Association a written statement signed and certified by a duly authorized officer of Licensee confirming that the provisions of this Section 28 have been fulfilled by the Licensee.

## 29. Survival

Upon any termination of this License, all rights and obligations of the parties in this Schedule "D" shall terminate, except for the rights and obligations of the parties set forth in Sections 3 (Association's Out of Pocket Expenses), 6 (Licensee's Property), 9 (Licensee Confidential Information), 10 (Privacy), 25 (Indemnification), and 28 (Obligations Upon Conclusion of License).

## 30. Non-Disparagement

The Licensee shall not disparage or defame the Association, any of its Members, or the REALTOR® brand in any manner whatsoever.

## 31. Authentication

The authentication mechanism of any transport method or protocol used to transfer data or to provide data access authorization (both to the Association controlled database and to any applicable parallel database) must adhere to the following requirements:

- (a) Authentication must use strong Transport Layer Security (TLS) or such other strong encryption mechanism acceptable to the Association.
- (b) The Association shall assign username and other authentication information to the Licensee. If static (non-one-time-use) passwords are used, the following practices must be followed:
- (1) Strong passwords must be used, which, at a minimum:
    - contain a combination of upper and lower case characters (e.g., a-z, A-Z), digits (e.g. 0123456789) and punctuation characters (!@#\$%^&\*()\_+|~-=\`{}[]:”;’<>?,./);
    - are at least 12 alphanumeric characters long;
    - do not contain a word in any language, slang, dialect or jargon;
    - are not based on personal information.
  - (2) Passwords must never be written down, stored on-line, or stored on electronic media in plain text.
  - (3) Passwords must not be shared with anyone that has not been granted authorization in writing by the Association.
  - (4) Passwords must not be inserted into email messages or other forms of electronic communication.
- (c) The Association may require a Licensee to implement multi-factor authentication for data access authorization on written notice.

### 32. Data Transmission

If Sensitive Information is transmitted between the Association and the Licensee storing data outside of the Association’s data centre, the Licensee must use one or more of the following mechanisms:

- (a) A Strongly encrypted VPN;
- (b) A strongly encrypted file; or
- (c) A strongly encrypted transportation protocol.

### 33. Data Retention

If listing or member data is downloaded to/or stored on an intermediary database (a Parallel Server or other storage medium not directly linked to or on a Member’s desktop), the Association requires that the data storage device be located in Canada or the United States. The Licensee shall notify the Association of any intended storage of personal information outside of Canada. The Association retains the right to determine acceptable locations for co- location facilities on which their data is stored.

Data must not be copied to and stored on workstations, laptops, PDAs, portable hard drives, portable RAM memory drives or other locations that have not been approved by the Association as secure by compliance monitoring. Sensitive information must be stored encrypted by the Licensee. Decryption keys must be carefully controlled and regularly changed. If data is copied to tapes or disk for backup and held in other locations, it must be stored in encrypted form and physical access must be controlled by key lock or stronger means.

Except as required by law, if a Licensee stores the Association Information in any form, electronic or otherwise, it must

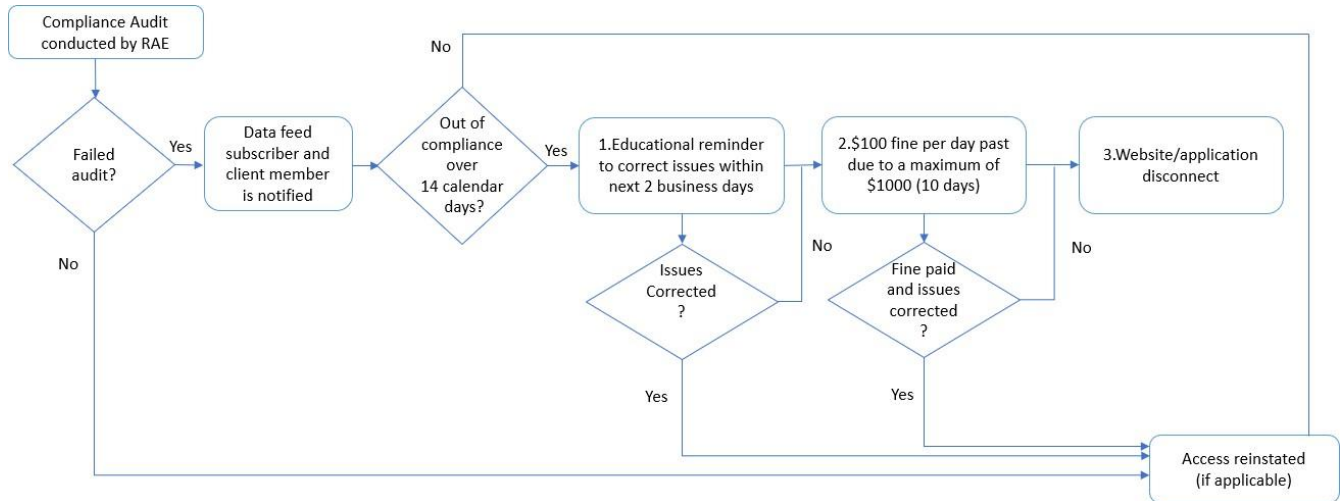
enact and implement a retention policy such that the Association Information is not stored for longer than is stipulated in the access rules associated with the Data Usage Type. If the Licensee is only authorized to receive active listings, then the active listings should not be retained for more than 24 hours after a status change.

Where this License permits the Licensee to download all or a part of the MLS® System database, the Licensee shall:

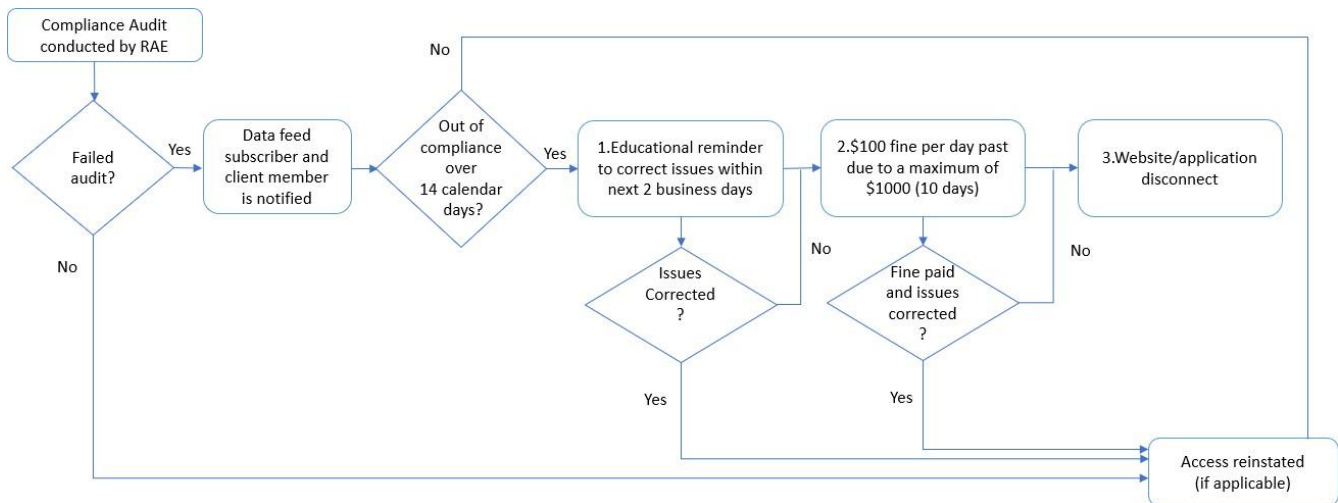
- i. Use and maintain reasonable up to date security and encryption to protect the Licensee's copies of the MLS® System database including the use of a properly configured firewall; and
- ii. maintain an audit trail of all Registrants' activities and make that information available to the Association upon request.

## SCHEDULE "E" - COMPLIANCE PROCEDURE

### IDX Compliance Procedure



### VOW Compliance Procedure



*3 warnings on the same error determined by the auditor, should result in escalation to the Technology Director and result in a Data Feed Usage Violation and suspension of their feed, and not to be re-instated until they can prove the error is rectified.*

## SCHEDULE “F” - DATA ACCESS POLICIES AND DISPLAY RULES

The terms and conditions set out in this schedule provide guidance and direction on successfully using the RAE’s data in accordance with the RAE’s compliance requirements. The summarized nature of this schedule does not absolve the Licensee from compliance with the all the terms and conditions set out in this agreement.

### General Policies and Rules

1. Ask before acting – the RAE is committed to supporting Members and service providers to Members and advises the Licensee to confirm any design changes to the approved design with the RAE before implementation.
2. Data obtained from other sources shall display the source from which each such data set was obtained.

### Display Rules

1. In general, the display of the MLS® System data must follow CREA’s Data Distribution Facility® policies ([crea.ca](http://crea.ca)), with the following exceptions:
  - a. Listing Agent name being displayed
2. Altering of Data
  - a. A Member is only permitted to augment their own listing data.
  - b. Hover effects are allowed.
  - c. Any MLS® System data must not be altered. This includes adding items over top of images. No banners, icons, etc.
3. Co-mingling Listings
  - a. Exclusive listings are permitted to be displayed alongside MLS® listings, as long as it is made clear that they are exclusive. Eg. “Featured” label would not be sufficient.
  - b. Non-MLS® data are permitted to be displayed alongside MLS® System data but the source must be on the page the non-MLS® data are displayed.
4. Copyright and Disclaimer
  - a. Standard copyright, disclaimers and terms of use language (provided by the RAE) must be linked from all pages.
  - b. The Licensee acknowledges that the Association has copyright ownership of the MLS® System content and acknowledge that no copyright ownership of MLS® content flows to the Licensee.
  - c. The copyright disclaimer must state: “Copyright [year] by the REALTORS® Association of Edmonton. All Rights Reserved.”
  - d. The Licensee must include the legend “Data is deemed reliable but is not guaranteed accurate by the REALTORS® Association of Edmonton.” The website/application may also include other appropriate disclaimers necessary to protect the Licensee and/or the RAE from liability.
5. CREA Trademarks
  - a. See CREA Trademark Toolkit or CREA Trademark Manual for rules.
6. Data Update
  - a. A viewer of the data must be presented with a timestamp or similar indication of the time period since the data was last updated.
  - b. The data must be updated at least once every 24 hours.
7. Listing Attribution
  - a. Listing Agent and Listing Firm (Brokerage) must be presented to a data consumer in detail views of the listing content.
  - b. At minimum, the brokerage name must appear on any thumbnail views.
8. Mapping of Undisclosed Addresses
  - a. Where the RAE permits persistent downloading of the MLS® System database for display or distribution on the Internet or by other electronic means, the RAE requires that Licensees must obey flags that

restrict the display of certain data fields or the listings of Brokerages who have opted out. Such flags include but are not limited to the fields **'Internet Display Y/N'** and **'Display Address Y/N'**.

9. No advertising may be visible on a page displaying any portion of the listings of other Participants, except the name, address, phone number, and company logo of the Participant operating the website. The name, address and phone number of the non-principal or Associate operating the website (where such websites are permitted), and any other information required by provincial law or regulation, is not prohibited advertising.

#### Policies and Rules Applicable to VOW Only

1. The Licensee must collect name, phone number and email address of a Registrant accessing the data on a Virtual Office Website (VOW).
2. The email address of the Registrant must be validated before access to the data on the VOW is provided.
3. The Registrant must agree to specific terms of use pertaining to the VOW and the agreement must be confirmed before access to the data is provided.
4. The Registrant must supply a username and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and view information from the MLS® System. The username and password may be established by the Registrant or may be supplied by the Licensee, at the option of the Licensee.
5. An email address may be associated with only one username and password. The Registrant's password and access must expire on a date certain at a maximum of thirty (30) calendar days but may be renewed.
6. The Licensee must at all times maintain a record of the name, phone number and email address supplied by the Registrant, and the username and current password of each Registrant, such records to be kept for not less than 180 calendar days after the expiration of the validity of the Registrant's password. If the RAE has reason to believe that a Licensee's access to the VOW has caused or permitted a breach in the security of the data or a violation of MLS® System rules related to use by one or more Registrants, the Licensee shall, upon request, provide to the RAE a copy of the record of the name, email address, telephone number, username, current password, and audit trail, if required, of any Registrant identified by the RAE to be suspected of involvement in the violation.
7. The Licensee is required to meet the following additional conditions to access historic data for the creation of consumer reporting tools. The Licensee:
  - a. Must have preventative measures from the wide distribution of the report and data by the consumer or any other third party.
  - b. Must only access the historic data via unique queries for any report that is created that may use historic data within consumer reporting tools.
  - c. Must only store and use the data that pertains to the final display of the consumer reporting tool.
  - d. Must only provide access to the final report.
8. The Registrant must be required to affirmatively express agreement to a Terms of Use provision that requires the Registrant to open and review an agreement that provides at least the following:
  - a. That the Registrant will not copy, redistribute or retransmit any of the data or information provided;
  - b. That the Registrant acknowledges that the Terms of Use do not create an agency relationship with the Licensee or Member;
  - c. That all data obtained from the VOW is intended only for the Registrant's personal, non-commercial use;
  - d. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
  - e. That the Registrant acknowledges the RAE's ownership of and the validity of the copyright in the MLS® System database;
  - f. That the Registrant agrees that all information provided may be provided to the RAE and may be used to administer and operate the VOW and to investigate any breach of security of the data or the MLS® System rules. After the Registrant has opened for viewing the Terms of Use agreement, a "mouse click"

is sufficient to acknowledge agreement to those terms. The Terms of Use Agreement shall not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Licensee or Member.

- g. The Licensee's Terms of Use may also include other provisions determined by the Licensee.

## Schedule "G": Compliance Requirements for Third party Reporting Products

Once the Third Party has been provided with approval for the use of Sold Data<sup>1</sup> from the Association, they are required to meet the conditions that are listed below.

A third party that accesses listings via the Association's MLS<sup>®</sup> System for purposes of either consumer reporting and/or direct outreach:

- A. May only access the Sold Data via unique queries for reports that are generated by consumer reporting tools and include Sold Data.
- B. May only store and use Sold Data that pertains to the final display of the consumer reporting tool.
- C. May only provide its users with access to the final report
- D. Must have preventative measures that prohibits the wide distribution of reports and data by the consumer or any other third party
- E. Must not retain or store copies of any reports that include Sold Data
- F. May only include on market and Sold listings
- G. Must not be co-mingled with any non-MLS<sup>®</sup> listing data
- H. Must not present any sold listings older than 90 days, except for comparable market reports.
- I. Must not display more than 50 total listings within any report.
- J. Must generate a unique and non-indexable report
- K. Must remove any data that is considered to be "expired" (i.e. posted for longer than 90 days)
- L. Must display a copyright notice disclaimer with the format and substance provided for by the Association from time to time.
- M. Must follow the display rules of IDX or VOW restrictions supplied by the Association.

Must ensure that all of its electronic communications comply with the Canadian Anti-Spam Legislation (CASL), and ensure that recipients have **consented to receive messages**, and that all subscription-based communications include a **clear unsubscribe option**.

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<sup>1</sup> "Sold Data" means any information derived from the MLS<sup>®</sup> System Database or otherwise obtained through the MLS<sup>®</sup> System or cooperative data feeds that pertains to the completed sale of real estate properties. Sold Data includes, but is not limited to: a) the final sale price of the property, b) the date the property was sold or the transaction closed, c) the property address or legal description associated with the sale (except where seller consent is withheld for public display)