

Access Standards for Web Services Access

1. Definitions. Terms not otherwise defined in these Access Standards shall have the meanings set forth in the license agreement (the “Agreement”) entered into between Wasatch Front Regional Multiple Listing Services, Inc. (“WFR”) and the applicable vendor (the “Vendor”). The following are additional terms which shall have the following meanings for purposes of these Access Standards:

a. Caching means the storing of data in the same format as such data is received through Web Services on a computer hard drive for the purpose of accelerating the response to repeated requests for such data.

b. Developer Key means, for each Display Website, a unique string of characters which functions as an encrypted key and contains a unique combination of a user identification, and the identification of an Internet protocol network, for use only with the specific Display Website, and/or additional or substitute security features in WFR’s sole discretion.

c. Developer License means a non-exclusive, non-transferable license to use the Software Developer Kit only for the limited purpose of creating, developing, and testing the Website Software for each Display Website, and for no other websites, in accordance with the limitations and the other terms and conditions of these Access Standards.

d. Vendor Specifications has the meaning set forth in Section 8 of these Access Standards.

e. Software Developer Kit means collectively and individually all of the Developer Keys for the respective Website Software, the Web Services API, and all other computer files and other information provided by WFR to Vendor for the creation, development, and testing of the respective Website Software, including sample files, test data, table structures, data formats and other specifications as WFR determines from time to time, in its sole discretion, are necessary for creation of the respective Website Software.

f. Software Developer Kit Format has the meaning set forth in Section 7 of these Access Standards.

g. Web Services means the process of a user of a Display Website making an electronic request of data from the Display Website, delivery of the electronic request through the Display Website as authenticated and verified by the Developer Key for the applicable Display Server, and WFR returning to the user through the Display Website search results which are formatted by the Website Software with limitations and restrictions imposed under these Access Standards, in the Policies and Procedures, and as otherwise provided by WFR.

h. Web Services API means the application programming interface used for transferring files between WFR and the Display Websites using Web Services.

i. Website Software means the computer software or code to be used for the operation of each of the respective Display Websites.

2. Applicability. These Access Standards for Web Services Access (“Access Standards”) apply only if Vendor’s means of access to Licensed Listings is through Web Services Access as designated on Schedule A of the Agreement.

3. Developer License Grant. In addition to the License granted to Vendor under the Agreement, subject to the terms and conditions of the Agreement, WFR hereby grants to Vendor a Developer License. For purposes of the Agreement, the term “License” shall expressly include the Developer License.

4. Limitations on Developer License. Except as expressly set forth in these Access Standards, no rights are granted to Vendor to do any of the following, and Vendor shall not, and shall not cause or allow anyone else, to do any of the following: (a) use, display, access, distribute, transfer, alter, or modify the Software Developer Kit, or otherwise create any derivative works of the Software Developer Kit, (b) download, distribute, export, deliver, or transmit the Software Developer Kit, including to any computer or other electronic device, except the Display Server as permitted under these Access Standards, (c) use the Software Developer Kit in connection with any website or other software, except a Display Website, or the design, creation or hosting of any website, except the Display Websites, or (e) reverse engineer, decompile, or disassemble the Software Developer Kit. Vendor agrees to take all reasonable steps necessary to protect the Software Developer Kit from unauthorized access, distribution, copying or use.

5. Technical Support Services. During the term of the Agreement, WFR shall provide to Vendor reasonable technical support services by telephone for the Web Services API, without charge to Vendor. WFR shall not be obligated to provide any other services under the Agreement or these Access Standards.

6. Access Standards. Access to the Software Developer Kit and Licensed Listings shall be exclusively through Web Services, and in accordance with these Access Standards and the Technology Standards. WFR will provide the Developer Keys to Vendor by email, or by another means determined by WFR, in its sole discretion. The Web Services API will be available to Vendor online through a website established by WFR, or by another means determined by WFR, in its sole discretion. Vendor agrees that all data requests from Display Websites will be made by individual human users accessing the Display Websites, and no automated processes shall be used to generate data requests from the Display Websites. Alternatively, requests may be made by non-human users and automated processes used to generate data requests from Display Websites if WFR expressly approves a request in writing, or if the Web Services API provides for such requests. No more than one (1) data request per second, and 10,000 data requests per twenty-four (24) hour day, may be made from any one Display Website.

Vendor agrees and acknowledges that the License is for the access, use and display, as applicable, only of Licensed Listings and the Software Developer Kit, and accordingly, Vendor agrees that it shall not, and shall not allow any third party to, store the Licensed Listings or the Software Developer Kit, or any portion of the Licensed Listings or the Software Developer Kit, on any network, in any database, on any network of servers, or in any other location or repository; except, that Vendor may store the multiple listing service number of each Licensed Listing on the respective Display Servers. Notwithstanding the foregoing, Vendor may store the Licensed Listings on the Display Server only for Caching for a period of no longer than twenty-four (24) hours. Vendor shall not interfere or attempt to interfere with the proper working of the Web Services.

7. Changes to Software Developer Kit. Vendor agrees and acknowledges that notwithstanding Vendor's use of the Software Developer Kit for the development, creation, and testing of the Website Software, and further notwithstanding that changes may have a material adverse affect upon the Website Software, Display Servers, and the Display Websites, and their functionality and operation, WFR may, at any time, in its sole discretion, change the format of the Software Developer Kit, including, but not limited to, the table structures and data formats (the "Software Developer Kit Format"). WFR agrees to notify Vendor by e-mail of all material changes made by WFR to the Software Developer Kit Format. Vendor agrees that WFR shall have no liability of any nature to Vendor for any change in the Software Developer Kit Format, or for any affect such change may have upon the Website Software or Display Servers.

8. Website Software Warranties. Vendor represents and warrants to WFR the following: (a) the Website Software shall substantially perform in accordance with the specifications and documentation (the "Vendor Specifications") for the Website Software provided to WFR, an Agent Subscriber or Broker Subscriber by Vendor; (b) use of the Website Software by WFR, or the applicable Agent Subscriber or Broker Subscriber will not constitute infringement, or result in any other claim regarding any patent, copyright, trademark, trade secret, or any other intellectual property right anywhere in the world; (c) the media on which the Website Software is or will be contained shall not knowingly contain any computer instructions, or perform any functions, which result is to disrupt, damage or interfere with the use of the IDX Database or any other computer programs for their commercial purposes; and, (d) the Website Software shall not knowingly contain any viruses, bugs, or mechanism which electronically notifies the user of any fact or event, nor any key, node lock, time-out, logic bomb or other function, implemented by any means, which may restrict use of or access to any programs, data or equipment. Vendor agrees to immediately notify WFR of any illicit code and promptly correct or replace the Website Software to eliminate any such illicit code. In the event the Website Software fails to perform in accordance with the Vendor Specifications, Vendor shall use its best efforts to immediately correct the error or problem. **VENDOR HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

9. Intellectual Property. Vendor acknowledges and agrees that the Software Developer Kit is a proprietary, original work of authorship of WFR, or licensed to WFR,

protected under United States copyright, trademark, patent and trade secret laws of general applicability. Vendor further acknowledges and agrees that all right, title, and interest in and to the Software Developer Kit, including all copyright rights, are and shall remain with WFR. Subject to the rights of WFR set forth in these Access Standards, all Website Software shall be the property of Vendor.

10. Audit Rights. WFR's audit rights under the Agreement shall include the right to audit, or engage a third party to audit, external attempts to penetrate any firewalls established in connection with protection of the Software Developer Kit.

11. Disclaimer. Vendor acknowledges and agrees that use of the Software Developer Kit, and access to, and display of the Licensed Listings by Vendor, does not constitute an endorsement, acceptance, or approval by WFR of the Website Software or any display of the Licensed Listings, or the means of displaying the Licensed Listings, including the Display Websites, or the content of the Display Websites. WFR expressly disclaims any responsibility for the Website Software, including without limitation, intellectual property infringement, content, accuracy, defamation, and other unlawful content.

12. Operation in Accordance with Law. Vendor agrees that it will at all times develop and maintain the Website Software in accordance with all applicable federal, state, and local laws, ordinances, and regulations and the Policies and Procedures.

13. Confidential Information. Vendor agrees and acknowledges that in addition to any copyright and other proprietary rights, the Software Developer Kit is confidential information of WFR and for purposes of the Agreement, "Confidential Information" expressly includes the Software Developer Kit.

14. Indemnification. Vendor hereby agrees to indemnify and hold harmless WFR, and its officers, directors, employees, and licensees, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys fees and costs, arising out of or connected with any use of the Software Developer Kit, or creation and content of the Website Software. WFR shall have the right to control its own defense and engage legal counsel acceptable to WFR.

15. Limitation of Liability. The limitation of liability set forth in Section 18 of the Agreement also applies with respect to any claims relating to use of the Software Developer Kit.

16. Injunction. WFR and Vendor agree that a breach or violation of Sections 4, 6, 12, and 17 of these Access Standards will result in immediate and irreparable injury and harm to WFR. In such event, WFR shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of the obligation under these Access Standards; provided, however, that, this shall in no way limit any other remedies which WFR may have, including, without limitation, the right to seek monetary damages.

17. Proprietary and Other Notices. Vendor agrees that it will include and not alter or remove any trademark, copyright, or other notices, or any disclaimers located or used on, or in connection with the Software Developer Kit.

18. Termination. Upon termination of the Agreement, for any reason, the Developer License shall automatically terminate and Vendor shall within ten (10) business days of the date of termination permanently delete and remove all copies of the Software Developer Kit, and such software from all computers and other storage devices on which it was stored, and terminate the use of the Software Developer Kit, and deliver to WFR written certification in accordance with Section 22.e of the Agreement.

19. Survival. The provisions of Sections 7, 8, 9, 11, 14, 15, 16, 18, and 19 of these Access Standards shall survive the termination of these Access Standards.