

Reference Server Data Terms of Service

THIS LEGAL AGREEMENT (the “Agreement”) SET OUT BELOW GOVERNS YOUR ACCESS TO THE “REFERENCE SERVER” AND USE OF AUSTIN/CENTRAL TEXAS REALTY INFORMATION SERVICE (hereinafter, “ACTRIS”) “REFERENCE SERVER DATA,” AS DEFINED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK “AGREE,” AND DO NOT ACCESS THE REFERENCE SERVER OR USE THE REFERENCE SERVER DATA. YOU ACKNOWLEDGE THAT, BY ACCESS TO THE REFERENCE SERVER AND/OR USE OF REFERENCE SERVER DATA, YOU AGREE TO ABIDE BY AND THEREFORE ARE BOUND BY THESE TERMS.

Review these terms and conditions for access to the Reference Server and use of the ACTRIS Reference Server Data. These Terms and Conditions (“Terms”) apply to testing and development of products or services including but not limited to software, services, websites, and Smartphone or other app offerings (“Products”).

These Terms of Service are a legally binding Agreement between you (“Developer”), ACTRIS, and CoreLogic Solutions, LLC (“CoreLogic”) and govern your access to the Reference Server and use of the Reference Server Data. By accessing the Reference Server and/or using the Reference Server Data, you agree to abide by and are therefore bound by these Terms, together with all updates, additional terms, and all of ACTRIS’ Terms, rules and policies that collectively constitute this Agreement. If you do not agree to these Terms or do not have full power and authority to enter into this Agreement, do not access the Reference Server or use the Reference Server Data. You further acknowledge and agree that the information you have provided in the process of requesting the ACTRIS Reference Server Data will be shared with RESO, CoreLogic, and the Austin Board of REALTORS®.

1. ACTRIS Provision of Data

ACTRIS shall provide the Reference Server Data through a link made available by the Real Estate Standards Organization (“RESO”) to the “Reference Server” that is hosted by CoreLogic. The “Reference Server Data” is composed of listing data from the records of ACTRIS on a date one year prior to the current date. It is, therefore, not current information. Furthermore, the Reference Server Data is modified as follows from the original listing information: (a) sold information is modified and sales price is not available to maintain confidentiality of sold information; and (b) photos are not available. YOU UNDERSTAND AND AGREE THAT THE REFERENCE SERVER DATA IS THEREFORE NOT CURRENT, AND SOLD DATA AND PHOTOS ARE NOT ACCURATE FOR THE PROPERTY REFERENCED; THE REFERENCE SERVER DATA IS NOT TO BE INCLUDED IN FINAL PRODUCTS AND IS NOT TO BE DISPLAYED TO THE PUBLIC OUTSIDE OF USE IN DEVELOPING AND TESTING PRODUCTS.

2. License

Upon acceptance by Developer of these Terms of Use, ACTRIS grants developer a limited, revocable, non-exclusive, non-transferable License to receive ACTRIS’ Reference Server Data, subject to compliance by Developer with these Terms of Use. This License may be

terminated at any time by ACTRIS.

3. Developer's Obligations

- (a) Developer shall register with RESO by providing currently valid identification information and any other information requested by RESO, and shall update all contact information so long as Developer continues to use the Reference Server Data.
- (b) Developer shall use the Reference Server Data only in the Developer's process of developing and testing Products, and in compliance with the restrictions contained in this Agreement.
- (c) Developer shall not display any Reference Server Data to the public.
- (d) Developer shall not access the Reference Server via any automated process or application (including without limitation, scrapers, robots, and spiders). Excessive usage volumes and/or use of the Reference Server in a manner that sends more requests to the server in any given period of time than a typical human would normally produce may be used as evidence of a violation of this provision.

4. Intellectual Property

The Reference Server Data are proprietary to, and the intellectual property of, ACTRIS. It is entrusted to Developer only for the purpose set forth in this Agreement. Developer shall maintain Reference Server Data in the strictest confidence except to the extent its use and disclosure is permitted in this Agreement. Developer will not, without ACTRIS' prior written consent, copy any portion of the Reference Server Data, except to the extent necessary to for development of Products as referenced herein

5. Security Precautions

Developer shall take reasonable security precautions to prevent Reference Server Data from being seen by unauthorized individuals when stored on Developer's computers, platforms or devices. Developer shall take reasonable care to protect Reference Server Data and all associated documentation in a secure location when not in use.

6. Term of Agreement

This Agreement shall terminate when Developer no longer requires use of the Reference Server Data, when ACTRIS terminates the License to Developer, when ACTRIS terminates the feed of data to the Reference Server Data, or when CoreLogic terminates access to the Reference Server, whichever occurs first. The restrictions and obligations contained in this Agreement shall survive the expiration, termination or cancellation of this Agreement, and shall continue to bind Developer, its successors, heirs and assigns.

7. Return of Reference Server Data

Upon the conclusion of the Developer's testing period or at ACTRIS' request, Developer shall within 10 days delete all portions of Reference Server Data from all of Developer's computers, platforms or devices.

8. Disclaimer of Warranty

Reference Server Data is provided for testing and development purposes only, is known by

Developer to be out of date and modified for these purposes, and its accuracy and reliability are not guaranteed and in fact Developer knows that it is not accurate. Developer shall not rely exclusively on Reference Server Data for any reason. Developer waives any and all claims Developer may have now or in the future against ACTRIS, RESO, or CoreLogic arising out of the inaccuracy, performance or nonperformance of the Reference Server or the Reference Server Data.

THE REFERENCE SERVER AND REFERENCE SERVER DATA ARE PROVIDED AS IS. ACTRIS, RESO, AND CORELOGIC DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE REFERENCE SERVER AND REFERENCE SERVER DATA, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability

ACTRIS, RESO, and CoreLogic are not responsible for any loss or damage to Developer or any third parties caused by the Reference Server or the Reference Server Data or any aspect of its provision to Developer. ACTRIS, RESO, AND CORELOGIC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE, WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF ANY ACCESS TO THE REFERENCE SERVER OR USE OF THE REFERENCE SERVER DATA OR ANY PERFORMANCE OF THIS AGREEMENT.

10. No Rights Granted

This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in Reference Server Data or ACTRIS' intellectual property to Developer. Developer may not sell or transfer any portion of Reference Server Data to any third party or use Reference Server Data in any manner to produce, market or support its own products except as permitted herein. Developer shall not identify Reference Server Data as coming from any source other than ACTRIS.

11. No Assignments

This Agreement is personal to Developer. Developer shall not assign or otherwise transfer any rights or obligations under this Agreement.

12. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to constitute any party a partner, joint-venture or employee of any other party for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. Except as may be modified by ACTRIS as permitted above, this

Agreement may not be amended except in a writing signed by all parties.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the non-prevailing party its reasonable attorney fees and costs and necessary expenditures related to enforcement by the prevailing party that party's rights hereunder.

(f) Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

(g) Jurisdiction: The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Travis County, Texas in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

(h) Third party beneficiary: RESO is a third party beneficiary to this Agreement for those portions applicable to RESO.