

Wyoming MLS Vendor Data Access Agreement & MLS Data Feed

- 1) Wyoming MLS Participant/Subscriber & Consultant sign agreement
- 2) Return completed Data Access Agreement to the Wyoming MLS Coordinator, Bobbie Land at cmls@tribcsp.com or fax to 307-235-0018
- 3) After agreement is approved the Consultant contact listed in the agreement will receive the following:
 - a. Final and signed copy of License Agreement
 - b. RETS data feed access credentials & RETS data feed url
 - c. IDX Rules & Regulations (if applicable)
 - d. IDX Disclaimer & Logo (if applicable)
 - e. Data Field Layout Reports (RETS feed)
 - f. RETS Best Practice guide and RETS technical support contact

The Wyoming MLS offers a RETS (Real Estate Transaction Standard) data feed. It is the agreed upon “rules of the road” for data transfer in the Real Estate market. For additional information please review the following address provided by RETS.ORG to resolve many of the questions regarding RETS.
<http://www.reso.org/rets>

Wyoming MLS contact info:
Wyoming MLS
MLS Coordinator – Bobbie Land
951 Werner Ct., Suite 290
Casper, WY 82601
Phone 307-234-1670
Fax 307-235-0018
Email cmls@tribcsp.com

Wyoming Multiple Listing Service

951 Werner Ct., Suite 290 Casper, WY 82601 307.237.1670

MLS Contact – Bobbie Land cmls@tribcsp.com

Wyoming Multiple Listing Service Participant Data Access Agreement

This **AGREEMENT** is made and entered into by Wyoming Multiple Listing Service (“**WYMLS**”), with offices at 951 Werner Ct. Suite 290 Casper, WY 82609; the real estate brokerage firm identified as “**Firm**” on the signature page below (“**Firm**”); the Non-Principal Brokers affiliated with Firm that are identified on the signature page and in Exhibit A, if any (collectively the “**Non-Principal Broker Party**”); and the individual or business association identified as “**Consultant**” on the signature page below, if any (“**Consultant**”).

DEFINITIONS

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

Confidential Information: “Confidential Information” means information or material proprietary to a party or designated “confidential” by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all WYMLS Data, except to the extent to which this Agreement and the WYMLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that WYMLS obtains from any third party that WYMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by WYMLS; (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive; and (e) any claims and evidence presented by any party in any arbitration under this Agreement. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

Data Interface: The transport protocols and data storage formats provided by WYMLS for use by Firm, Non-Principal Broker Party, and Consultant; WYMLS may modify the Data Interface in its sole discretion from time to time.

Firm Internal Use: Any use of those portions of the WYMLS Data relating to Firm’s own listings; and any use of those portions of the WYMLS Data relating to listings of Participants other than Firm that exposes WYMLS Data only to Firm-Related Persons and to Non-Principal Brokers affiliated with Firm, subject to the WYMLS Policies.

Firm-Related Persons: Consultant, if any, and employees of Firm who are not Non-Principal Brokers or broker/managers.

IDX: Use and display of portions of the WYMLS Data under the IDX provisions of the WYMLS Policies.

Mobile Applications: Any displays of IDX data authorized by WYMLS Policies and listed in Exhibit A that are not web sites. “Mobile Applications” does not include mass media display of WYMLS Data.

Non-Principal Broker: Any person holding a real estate license in Wyoming who is not a Participant but who is subject to a Participant’s supervision under the laws of Wyoming.

Participant: This term has the meaning given to it in the WYMLS Policies. For purposes of this Agreement, “Participant” does not apply to participants of MLSs other than WYMLS. Where applied in this Agreement to Participants other than Firm, “Participant” also includes Non-Principal Brokers affiliated with those Participants for whom the Participants are responsible under the laws of the State of Wyoming.

Second Level Domain: “Second Level Domain” has the meaning given to it in this paragraph h. “**URL**” means a web address, including the “http://” and any material appearing after a slash in the address. “**Domain Name**” means a URL, less the “http://” and any material appearing to the right of the next slash (“/”) in the address. (So for example, in the URL “Http://janesmith.abcrealty.com/homepage.html”, the Domain Name is “JANESMITH.ABCREALTY.COM”.) “**Top Level Domain**” means the portion of the Domain Name to the right of the right-most period. (In the example, “COM”.) “**Second Level Domain**” means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top Level Domain. (In the example, “ABCREALTY.COM”.) “**Third Level Domain**” means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any, plus the Second Level Domain. (In the example, “JANESMITH.ABCREALTY.COM”).

WYMLS Data: Data relating to real estate for sale, previously sold, or listed for sale, and to WYMLS Participants (including text, photographs, and all other data formats now known or hereafter invented) entered into WYMLS’s databases by WYMLS Participants and WYMLS, or on their behalf.

WYMLS Policies: WYMLS’s Rules and Regulations, as amended from time to time, and any operating policies promulgated by WYMLS.

VOW: Use and display of portions of the WYMLS Data under the Virtual Office Website (VOW) provisions of the WYMLS Policies.

WYMLS’S OBLIGATIONS

2. WYMLS grants to Firm and Non-Principal Broker Party a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the WYMLS Data, and the right to sublicense the same to Consultant, during the term of this Agreement, only to the extent expressly permitted by and subject to all times to the terms and restrictions of this Agreement; any other use of the WYMLS Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. WYMLS retains all rights not expressly granted herein.

3. WYMLS agrees to provide to Firm, Non-Principal Broker Party, and Consultant, during the term of this Agreement, (a) access to the WYMLS Data via the Data Interface under the same terms and conditions WYMLS offers to other WYMLS Participants; (b) seven days’ advance notice of

changes to the Data Interface; and (c) seven days' advance notice of changes to the WYMLS Policies. WYMLS does not undertake to provide technical support for the Data Interface or the WYMLS Data. The Data Interface, together with access to the WYMLS Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or WYMLS Data shall not constitute a default by WYMLS under this Agreement.

FIRM'S OBLIGATIONS

4. Firm and Non-Principal Broker Party shall comply with the WYMLS Policies at all times. In the event of any perceived conflict between the WYMLS Policies and this Agreement, the WYMLS Policies shall govern.

5. Firm and Non-Principal Broker Party shall use the WYMLS Data obtained under this Agreement for Firm Internal Use, IDX, and VOW use only. Any other use is strictly prohibited. Firm and Non-Principal Broker Party shall not make the WYMLS Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Firm and Non-Principal Broker Party may display the WYMLS Data on web sites and Mobile Applications only to the extent permitted by the WYMLS Policies and then only on a site or sites resident at the Second Level and Third Level Domain(s) and Mobile Applications indicated on the signature page and in Exhibit A of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

6. Firm and Non-Principal Broker Party acknowledge that ownership and use rights relating to copyrights in the WYMLS Data are defined in the WYMLS Policies or in the terms of the participant and subscriber agreements between WYMLS Firm and Non-Principal Broker Party, or both. Firm and Non-Principal Broker Party shall not challenge or take any action inconsistent with WYMLS's ownership of or rights in the WYMLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7. If WYMLS notifies Firm or Non-Principal Broker Party of a breach of the WYMLS Policies or this Agreement and Firm or Non-Principal Broker Party does not immediately cure the breach, Firm and Non-Principal Broker Party shall hold Consultant harmless from any liability arising from Consultant's cooperation with WYMLS under Paragraph 10.

8. Firm and Non-Principal Broker Party shall pay the fees, if any, that WYMLS (or its shareholder associations/MLSSs) customarily charges other WYMLS Participants for data access. Firm and Non-Principal Broker Party acknowledge receipt of WYMLS's current schedule of such fees, if any. WYMLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Firm and Non-Principal Broker Party. Firm and Non-Principal Broker Party shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

9. Firm is surety for Non-Principal Broker Party's and Consultant's obligations under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

CONSULTANT'S OBLIGATIONS

10. Consultant shall immediately correct any breach of this Agreement or violation of the WYMLS Policies within its control, whether committed by Firm, Non-Principal Broker Party, or Consultant, upon notice from WYMLS.

11. Consultant acknowledges that (as among the parties to this Agreement) Firm and WYMLS possess all right, title, and interest in all copyrights in the WYMLS Data. Consultant shall not challenge or take any action inconsistent with WYMLS's and Firm's ownership of or rights in the WYMLS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. Consultant shall not make the WYMLS Data or the Confidential Information available to any third party, except on behalf of Firm and Non-

Principal Broker Party and in a manner consistent with Firm's and Non-Principal Broker Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the WYMLS Data, whether commercial or personal. **In the event that Consultant provides services to Participants other than Firm (or to Non-Principal Brokers affiliated with Firm other than the Non-Principal Broker Party), Consultant must enter separate contracts with WYMLS. Consultant must ascertain, using the Data Interface on a daily basis, that each Participant to which Consultant provides services remains an eligible Participant; and in the case of Non-Principal Brokers, that each Non-Principal Broker Party remains affiliated with Firm. Failure to comply with the provisions of this paragraph, will result in WYMLS terminating all of Consultant's access to the WYMLS Data under this Agreement and all similar agreements.** The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

13. Consultant warrants that any effort or use of the WYMLS Data will not constitute patent infringement of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

14. Consultant shall pay the fees, if any, that WYMLS customarily charges other consultants for data access. Consultant acknowledges receipt of WYMLS's current schedule of such fees, if any. WYMLS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Consultant. Consultant shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

15. Consultant is surety for Firm's and Non-Principal Broker Party's obligations to pay fees under Paragraph 8. The provisions of the preceding sentence shall survive the expiration or other termination of this Agreement in perpetuity. Consultant shall notify WYMLS within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

AUDITS OF COMPLIANCE

16. WYMLS may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm, Non-Principal Broker Party, and Consultant to the extent reasonably necessary to ascertain Firm's, Non-Principal Broker Party's, and Consultant's compliance with this Agreement ("Audit"). WYMLS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Firm's, Non-Principal Broker Party's, and Consultant's web sites, Mobile Applications, and systems to ensure that WYMLS Data is displayed in accordance with the WYMLS Policies; using all features available to end-users of Firm's, Non-Principal Broker Party's, and Consultant's systems that employ the WYMLS Data; and posing as consumers to register and test services Firm, Non-Principal Broker Party, and Consultant make available to consumers using the WYMLS Data. WYMLS shall pay the costs it incurs, and the out-of-pocket costs Firm, Non-Principal Broker Party, and Consultant incur, as part of any Audit; provided, however, Firm or Non-Principal Broker Party shall be liable for all costs of any Audit that discloses that Firm, Non-Principal Broker Party, or Consultant has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

CONFIDENTIAL INFORMATION

17. The parties shall protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if such disclosure is required by law or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the

receiving party shall certify in writing that all materials have been returned or destroyed.

TERM AND TERMINATION

18. The term of this Agreement begins on the date that WYMLS signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Firm's privileges as a Participant in WYMLS; (b) 30 days after any party's notice to the others of its intent to terminate; (c) 10 days after any party's notice to another that the other has breached this Agreement, provided the breach remains uncured; (d) immediately upon any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) immediately upon Firm's notice to a Consultant that Consultant is no longer designated to provide IDX, VOW, or Valuation services to it; (f) with regard to any Non-Principal Broker Party, immediately upon any event that results in the Non-Principal Broker Party no longer being affiliated with Firm; (g) as provided in Paragraphs 28 and 31.

19. In the event Firm's privileges as a Participant (or Non-Principal Broker Party's privileges of affiliation with Firm) are terminated while this Agreement is in effect, and WYMLS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if WYMLS resumes its obligations under Paragraphs 2 and 3. In the event Firm, Non-Principal Broker Party, or Consultant breaches this Agreement and entitles WYMLS to terminate under Paragraph 18, WYMLS may in its sole discretion suspend its performance instead of terminating this Agreement. WYMLS may make this election by notice to the other parties within three days after the initiation of the suspension. Firm's, Non-Principal Broker Party's, and Consultant's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Firm, Non-Principal Broker Party, and Consultant shall make no further use of the WYMLS Data or any derivative works based on it (except the portions of it relating to Firm's own listings) until and unless Firm's or Non-Principal Broker Party's rights under this Agreement are restored.

GENERAL PROVISIONS

20. **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the State of Wyoming, without regard to its conflicts and choice of law provisions.

21. **Survival of Obligations.** The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity. Other provisions shall survive according to their terms.

22. **WYMLS's Remedies.** (a) Injunctive relief: Because of the unique nature of the WYMLS Data and Confidential Information, Firm, Non-Principal Broker Party, and Consultant acknowledge and agree that WYMLS would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate WYMLS for a breach. WYMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Firm, Non-Principal Broker Party, or Consultant, or any one of them, without showing or proving any actual damages sustained by WYMLS, and without posting any bond. (b) Liquidated damages: Firm, Non-Principal Broker Party, and Consultant acknowledge that damages suffered by WYMLS from access to the WYMLS Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the WYMLS Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to WYMLS to enter into this Agreement, Firm, Non-Principal Broker Party, and Consultant agree that in the event Firm, Non-Principal Broker Party, Firm-Related Persons, or Consultant, or its employees, agents, or contractors, disclose any password to access the WYMLS Data or disclose the WYMLS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Firm, Non-Principal Broker Party, and

Consultant shall be liable to WYMLS for liquidated damages in the amount of \$15,000 for each such disclosure and termination of this Agreement. Liability of Firm, Non-Principal Broker Party, and Consultant under this paragraph is joint and several.

23. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL WYMLS BE LIABLE TO FIRM, NON-PRINCIPAL BROKER PARTY, OR CONSULTANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF WYMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL WYMLS BE LIABLE TO FIRM, NON-PRINCIPAL BROKER PARTY, OR CONSULTANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES FIRM, NON-PRINCIPAL BROKER PARTY, AND CONSULTANT HAVE PAID WYMLS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. FIRM, NON-PRINCIPAL BROKER PARTY, AND CONSULTANT ACKNOWLEDGE THAT WYMLS PROVIDES THE WYMLS DATA ON AN "AS-IS" "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY. WYMLS SHALL NOT BE LIABLE TO FIRM, NON-PRINCIPAL BROKER PARTY, OR CONSULTANT FOR ANY CLAIM ARISING FROM INACCURACIES IN THE WYMLS DATA, ANY FAILURE TO UPDATE THE WYMLS DATA PROMPTLY, OR THE WYMLS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. WYMLS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.**

24. **Dispute resolution; Attorney's fees.** In the event WYMLS claims that Firm, Non-Principal Broker Party, or Consultant has violated the WYMLS Policies, WYMLS may, at its option, resolve such a claim according to the disciplinary procedures set out in the WYMLS Policies, provided WYMLS does not also base a claim that Firm, Non-Principal Broker Party, or Consultant has breached this Agreement on the same facts. Except as set forth in the preceding sentence, any controversy or claim to which Consultant is not a party arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties irrevocably agree, consent, and submit themselves to personal jurisdiction in the courts of the State of Wyoming located in Natrona County or the federal court of the United States situated therein, as applicable, which shall have sole and exclusive jurisdiction over any action under this Agreement not subject to WYMLS's disciplinary procedures or to arbitration. If any party prevails in an action or proceeding to enforce or interpret this Agreement or any provision hereof, it shall be entitled to reasonable attorney's fees and costs for the legal action.

25. **Indemnification.** Subject to Paragraph 23, in the event a party breaches any provision of this Agreement, that party (the Indemnifying Party) shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the Indemnified Parties), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. Consultant indemnifies WYMLS, Firm, Salesperson Party, or customers of WYMLS, Firm, or Salesperson Party, to whom Consultant provides a product or service using WYMLS Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim of patent infringement. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying

Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

26. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

27. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

28. **No Assignment.** No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

29. **Entire Agreement; Amendment.** Subject to WYMLS Policies, this Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same. WYMLS may amend this agreement by providing 30 days' advance notice of the amendment to all other parties; if any party continues to use the

Data Interface or the WYMLS Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

30. **Relationship of the Parties.** The parties hereunder are independent contractors. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of WYMLS or have any authority to make any agreements or representations on the behalf of WYMLS. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

31. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

(The remainder of this page intentionally left blank.)

Wyoming Multiple Listing Service

Participant Data Access Agreement

Under this Agreement, **FIRM AND NON-PRINCIPAL BROKER PARTY ARE PERMITTED TO WORK ONLY WITH THE CONSULTANT NAMED HERE.** If Firm or Non-Principal Broker Party chooses to engage a different consultant or additional consultants, Firm must enter into a new version of this Agreement with WYMLS and each such consultant. Under this Agreement, **CONSULTANT IS PERMITTED TO WORK ONLY WITH THE FIRM AND NON-PRINCIPAL BROKER PARTY NAMED HERE.** Consultant may not use data obtained under this Agreement to provide any services to Participants other than Firm, or with Non-Principal Brokers affiliated with Firm except the Non-Principal Broker Party. Consultant must enter into a new version of this Agreement with WYMLS and each additional Participant or amend this Agreement with WYMLS to add additional Non-Principal Brokers affiliated with Firm as Non-Principal Broker Parties.

If Firm or Non-Principal Broker Party will perform its own technical work and there is no Consultant party to this Agreement, Firm should cross out the Consultant signature box. If this Agreement is for services to Firm only, and there is no Non-Principal Broker Party, Firm should cross out the Non-Principal Broker Party signature box.

This Agreement is for the following uses (check all that apply):

IDX **VOW** **Firm Internal Use.**

<p>WYMLS: Wyoming Multiple Listing Service</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>Date: _____</p> <p>(effective date of this Agreement)</p> <p>Contact for notices and operations matters:</p> <p>Name: Bobbie Land -Wyoming MLS Coordinator</p> <p>Phone: 307-237-1670</p> <p>Email: cmls@tribcsp.com</p>	<p>CONSULTANT</p> <p>_____</p> <p>Consultant name</p> <p>_____</p> <p>Signature of owner or officer</p> <p>_____</p> <p>Name of owner or officer</p> <p>Contact for notices and operations matters</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Mailing: _____</p> <p>_____</p>
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FIRM

Firm name

Signature of owner or officer

Name of owner or officer

Contact for notices and operations matters

Name: _____

Phone: _____

Email: _____

Mailing: _____

Second or Third Level Domain or Mobile Application:

IDX VOW
(If more than one will be used, specify each in Exhibit A.)

NON-PRINCIPAL BROKER PARTY

(If there is more than one, have each named and sign on Exhibit A.)

Non-Principal Broker Party name

Signature of Non-Principal Broker Party

Contact for notices and operations matters

Name: _____

Phone: _____

Email: _____

Mailing: _____

Second or Third Level Domain or Mobile Application:

IDX VOW
(If more than one will be used, specify each in Exhibit A.)

Wyoming Multiple Listing Service Participant Data Access Agreement

Exhibit A – Additional Requirements

1. **Additional Domains and Mobile Applications.** In addition to the Second and Third Level Domains specified on the signature page Firm, Non-Principal Broker Party, and Consultant may display WYMLS Data subject to the terms of this Agreement at the following Second and Third Level Domains and Mobile Applications (attach additional pages if necessary):

_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW
_____	<input type="checkbox"/> IDX	<input type="checkbox"/> VOW

2. **Additional Non-Principal Broker Parties:** If there are two or more Non-Principal Broker Parties, each Non-Principal Broker Party after the first is identified by name here, and each must sign this Agreement. Each Non-Principal Broker Party listed here consents to WYMLS making communications and notices under this Agreement to Firm only. (Attached additional pages if necessary.)

_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
_____	_____
Name	Signature
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Name	Signature