



CENTRAL HILL COUNTRY BOARD OF REALTORS®  
906 N. Milam, Fredericksburg, TX 78624

830.997.4758  
mail@chcbr.org  
www.CHCBR.org

## Participant Data License Agreement

This Participant Data License Agreement (the “**Agreement**”), effective as of the date the last party executes this Agreement (the “**Effective Date**”), is made by and between Central Hill Country Board of REALTORS® (“**CHCBR**”), a Texas association having its offices at 906 N. Milam, Fredericksburg, TX 78624, and the undersigned brokerage firm (“**Participant**”), and, where applicable, the real estate sales licensee affiliated with Participant identified on the signature page of this Agreement (“**Subscriber**”), and the undersigned technology provider (“**Vendor**”). Participant and Subscriber shall be collectively referred to in this Agreement as “**Licensees**.”

- 1. License.** Subject to the terms and conditions set forth herein, CHCBR hereby grants to Licensees and Vendor during the term of this Agreement (the “**Term**”) a non-exclusive, non-transferable revocable license to access and use CHCBR’s current aggregated compilation of content related to real properties currently or previously listed for sale or rent, including without limitation data, text, photographs, video, and audio, entered into CHCBR’s database by its participants and subscribers (the “**Licensed Content**”) for the purpose(s) set forth on Exhibit A, attached to this Agreement and incorporated herein (the “**Licensed Purpose**”).
- 2. License Restrictions.** Licensees and Vendor acknowledge that the license in Section 1 is granted for use only in conjunction with Participant’s or Subscriber’s ordinary licensed real estate business activities and the Licensed Content shall only be used for the Licensed Purpose and not for any other purpose, including without limitation incorporation into any other product or service. Vendor specifically understands and agrees it is not authorized to display the Licensed Content on its own websites or mobile applications. Neither Licensees nor Vendor are authorized, and all understand and agree they shall not transfer the Licensed Content or, if applicable, access to the Licensed Content, to any third party, including without limitation any parent company, subsidiary, affiliate, or other individuals in Participant’s office, without the prior written consent of CHCBR. Licensees and Vendor are prohibited from reproducing, selling, or in any manner commercially exploiting any information obtained through access to the Licensed Content or participate in or allow such reproduction, sale, or exploitation by any person, except with the express written consent of CHCBR. All use of the Licensed Content must comply with CHCBR’s Rules and Regulations and other written policies (the “**CHCBR Policies**”).
- 3. Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew on the anniversary of the Effective Date for additional one (1) year terms unless any party provides notice of non-renewal at least thirty (30) days prior to the end of the then-current term. The initial term and any renewal term are collectively referred to in this Agreement as the “**Term**.”
- 4. Termination.** This Agreement may be terminated: (a) by Participant, Subscriber, and/or Vendor, upon ten (10) days’ written notice to CHCBR, if CHCBR has breached a material term of this Agreement and such breach remains uncured; (b) by CHCBR upon ten (10) days’ written notice, or the timeline set forth in the CHCBR Policies, whichever is shorter, if Participant, Subscriber, or Vendor has breached this Agreement or the CHCBR Policies and such breach remains uncured; (c) immediately upon notice, if any party breaches this Agreement and such breach is incapable of being cured or is one of a pattern of repeated breaches; (d) by CHCBR for any reason upon at least thirty (30) days’ prior written notice to Participant and Vendor; (e) by Participant, Subscriber, or Vendor for any reason upon at least one (1) business day’s prior written notice to CHCBR; (f) immediately, if Participant’s or Subscriber’s account is no longer in good standing with CHCBR; (g) immediately, if Subscriber is no longer affiliated with Participant; or (h) upon one (1) business day’s written notice, if Vendor no longer provides services to Participant or Subscriber related to the Licensed Purpose.

5. **Effect of Termination.** Upon termination of this Agreement, all licenses granted under this Agreement shall terminate. Licensees and Vendor shall cease use of the Licensed Content for the Licensed Purpose and shall delete all Licensed Content obtained pursuant to this Agreement in their possession, including from all drives, servers, and files. Any outstanding fees shall be paid to CHCBB within ten (10) days of the date of termination.
6. **Suspension.** Licensees and Vendor acknowledge CHCBB may suspend the provision of Licensed Content under this Agreement: (a) to investigate an alleged breach of this Agreement or the CHCBB Policies by Participant, Subscriber, or Vendor, (b) in the event Participant, Subscriber, or Vendor is in violation of the CHCBB Policies, until the violation is rectified, or (c) if Participant's or Subscriber's participation rights in CHCBB are suspended. CHCBB shall notify Participant and Vendor of a suspension in writing. Neither Licensees nor Vendor shall use any Licensed Content in their possession until receiving notice from CHCBB that the suspension has been lifted.
7. **Access.** Access to the Licensed Content shall be provided to Vendor via CHCBB's standard data transfer protocol (the "**Data Interface**") and may be subject to additional terms between Vendor and CHCBB's Data Interface provider. CHCBB reserves the right to change the Data Interface at any time upon at least thirty (30) days' written notice, provided that the change is consistent with the method by which CHCBB makes the Licensed Content available for similar purposes. Licensees and Vendor acknowledge that the Data Interface may be unavailable from time to time due to downtime, actions of CHCBB's Data Interface provider, outages, or other reasons beyond CHCBB's control. Temporary unavailability of the Data Interface or Licensed Content shall not constitute a breach of this Agreement.
8. **Marketing.** Vendor shall not send or distribute any advertising or marketing materials or customer solicitation directed at participants or subscribers of CHCBB without CHCBB's prior express written consent.
9. **Compliance.** Participant, Subscriber, and Vendor each agree to perform their obligations under this Agreement in accordance with all the applicable laws, rules, and regulations now or hereafter in effect, including, but not limited to the CHCBB Policies, as may be amended from time to time. In the event of any inconsistency between the terms of this Agreement and the CHCBB Policies, the CHCBB Policies shall govern. CHCBB or its authorized representative may periodically conduct a compliance review of Licensees' and Vendor's use of the Licensed Content without prior notice to confirm compliance with the terms of this Agreement and the CHCBB Policies. Licensees and/or Vendor agree to correct any breach of this Agreement or the CHCBB Policies with respect to use of the Licensed Content for the Licensed Purpose within the time period set forth in the CHCBB Policies. CHCBB shall bear the costs of its compliance review, unless such review reveals Participant's, Subscriber's, or Vendor's use of the Licensed Content breaches the terms of this Agreement, in which case the party responsible for the breach, whether Participant, Subscriber, or Vendor, shall reimburse CHCBB for the costs of the compliance review.
10. **Supervision.** All use of the Licensed Content for the Licensed Purpose by Subscriber, if applicable, shall be under the oversight and supervision of Participant. Where the Licensed Content will be used for a Licensed Purpose for Subscriber, Participant acknowledges it is responsible for ensuring Subscriber's use of the Licensed Content complies with this Agreement and the CHCBB Policies and shall be responsible for any breach of this Agreement or the CHCBB Policies by Subscriber.
11. **Fees.** Vendor and Participant agree to pay the current fees in the amounts and pursuant to the terms set forth in the CHCBB Policies, incorporated into this Agreement by reference, for the licenses granted under this Agreement. Late payments are subject to a late fee. CHCBB reserves the right to modify the fees set forth in the CHCBB Policies upon at least thirty (30) days' prior written notice. Vendor and Participant shall be responsible for any fees incurred by CHCBB related to collection of unpaid amounts due under this Agreement, including but not limited to reasonable attorneys' fees.
12. **Set-Up Costs; Taxes.** Licensees and Vendor shall bear their own hardware, software, programming, telecommunications, technology, and methodology expenses, if any, relating to access to and use of the Licensed Content for the Licensed Purpose.

**13. Ownership and Dissemination of Licensed Content.** Licensees and Vendor acknowledge they do not acquire any proprietary rights in or to the Licensed Content or in any data elements contained therein. CHCBR and its licensors shall remain the exclusive owners of all right, title, and interest in the Licensed Content licensed hereunder and all copyright and other intellectual property rights in the Licensed Content, whether secured now or in the future. All publication, dissemination, and other rights to the Licensed Content licensed hereunder are reserved for CHCBR in all translations, formats, versions, and media throughout the world for the sole and exclusive use or any other disposition by CHCBR or its assignees or grantees at any time and from time to time without obligation or liability. Vendor shall not take any action inconsistent with or challenge CHCBR's ownership of or rights in the Licensed Content. CHCBR expressly reserves all rights not expressly granted under this Agreement. Vendor shall not alter, obscure, or remove any proprietary notices in the Licensed Content.

**14. Warranty Disclaimers.** THE DATA CONTAINED IN THE LICENSED CONTENT IS SOURCED FROM PUBLIC, PUBLICLY AVAILABLE, AND THIRD PARTY SOURCES. CHCBR DOES NOT ATTEMPT TO INDEPENDENTLY VERIFY, AND EXPRESSLY DISCLAIMS ANY WARRANTIES RELATED TO, THE CURRENCY, COMPLETENESS, ACCURACY, OR AUTHENTICITY OF THE LICENSED CONTENT. ACCESS TO AND USE OF THE LICENSED CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER CHCBR NOR ANY OF ITS SUPPLIERS OR LICENSORS MAKES ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CHCBR DISCLAIMS ANY WARRANTIES THAT ACCESS TO OR TRANSMISSION OF THE LICENSED CONTENT WILL BE UNINTERRUPTED OR THAT THE DATA INTERFACE WILL OPERATE AS INTENDED. CHCBR DOES NOT WARRANT OR GUARANTEE CERTAIN RESULTS FROM USING THE LICENSED CONTENT. LICENSEES AND VENDOR ACKNOWLEDGE THAT THEY USE THE LICENSED CONTENT AT THEIR OWN RISK.

**15. Responsibility For Use; Limitation of Liability; Maximum Liability.** LICENSEES AND VENDOR ASSUME LIABILITY FOR THEIR USE OF THE LICENSED CONTENT FOR THE LICENSED PURPOSE. NEITHER CHCBR NOR ITS LICENSORS OR DATA SUPPLIERS SHALL BE RESPONSIBLE FOR ERRORS OR OMISSIONS IN THE LICENSED CONTENT. IN NO EVENT SHALL CHCBR OR ANY OF ITS LICENSORS OR DATA SUPPLIERS BE LIABLE FOR ANY DAMAGES RESULTING FROM (A) VENDOR'S INABILITY TO ACCESS OR USE THE LICENSED CONTENT OR AVAILABILITY OF THE LICENSED CONTENT, (B) THE ACTIONS OR OMISSIONS OF CHCBR'S DATA INTERFACE PROVIDER OR OTHER THIRD PARTY, OR (C) FOR ANY LOST PROFITS OR REVENUE, COST OF SUBSTITUTE DATA, LOSS OF USE OR ACCESS OF THE LICENSED CONTENT, OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES RELATING IN WHOLE OR PART TO THIS AGREEMENT, EVEN IF CHCBR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CHCBR'S TOTAL AGGREGATE LIABILITY HEREUNDER FOR ANY AND ALL CLAIMS OF DAMAGES, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTIONS, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE FEES PAID BY VENDOR FOR ACCESS TO AND USE OF THE LICENSED CONTENT FOR THE LICENSED PURPOSE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**16. Confidentiality.** (a) Vendor shall use the Licensed Content only for the Licensed Purpose set forth in this Agreement, and shall not make any copies, extracts, digests, summaries, or derivatives for any other purpose. (b) Licensees and Vendor acknowledge that certain data in the Licensed Content are confidential and shall only be used for Licensees' internal business purposes. (c) Vendor acknowledges that any authenticator or login (a "Login") provided by CHCBR or its Data Interface provider are private and confidential. Vendor shall not disclose the Login to any third party, including without limitation any parent company, affiliate, corporate partner, or other third party. (c) Vendor shall issue appropriate instructions to its authorized staff having access to the Licensed Content concerning the restrictions contained herein and shall be responsible for all use by its authorized staff. Vendor shall be liable for any consequences that result from unauthorized disclosure of Vendor's Login, whether intentional or negligent, including without limitation immediate termination of this Agreement and liability for damages.

17. **Security Measures.** Vendor shall take all reasonable steps in accordance with industry standard security practices and the law to protect the Licensed Content from unauthorized access, use, and disclosure. If the Licensed Purpose includes public electronic display of Licensed Content, Vendor shall implement measures to prevent scraping or crawling of the Licensed Content. In the event of any suspected unauthorized access, use, or disclosure of the Licensed Content licensed under this Agreement or of Vendor's Login, Vendor shall notify CHCBBR in writing within twenty-four (24) hours of discovery.
18. **Licensees/Vendor Warranties.** Participant, Subscriber, and Vendor each warrant that it is authorized to enter into this Agreement and the Licensed Purpose will not violate the proprietary or contract right of any third party.
19. **Indemnification.** Vendor shall indemnify and hold harmless CHCBBR, its officers, directors, employees, and licensors from and against any and all claims, demands, liabilities, and actions, including reasonable attorneys' fees and costs, arising out of or connected with any material breach by Vendor of any of the terms and conditions of this Agreement, including without limitation any breach of representation or warranty set forth in this Agreement, or the use of the Licensed Content by Vendor. CHCBBR shall have the right, in its sole discretion, to control its own defense and engage its own legal counsel. Vendor shall assist CHCBBR, at Vendor's expense, in the defense or settlement of any claim to which this indemnification obligation applies. Vendor shall not settle any claim to which this indemnification obligation applies without the prior written consent of CHCBBR. This indemnification provision shall survive the termination of this Agreement.
20. **Injunctive Relief.** Licensees and Vendor acknowledge that the Licensed Content has been developed and created at great time and expense and that CHCBBR has a proprietary interest therein. Licensees and Vendor further acknowledge that CHCBBR may suffer great harm if Participant, Subscriber, or Vendor misappropriates the Licensed Content or access to the Licensed Content. CHCBBR may seek injunctive or other equitable relief against the breach or threatened breach of this Agreement in addition to any other legal remedies which may be available, and Licensees and Vendor waive any obligation of CHCBBR to post a bond or other surety or security in the event CHCBBR is successful in securing a preliminary injunction. Any injunctive relief awarded to CHCBBR shall not limit any other remedies to which CHCBBR is entitled, including without limitation the right to seek monetary damages.
21. **Authority.** The individuals signing this Agreement on behalf of Participant and Vendor warrant to CHCBBR that they have been properly authorized and empowered to enter into this Agreement. Each party acknowledges it has read and agrees to be bound by this Agreement.
22. **Miscellaneous.** CHCBBR shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of war, terrorism, strikes, lockouts, riots, embargos, governmental regulations, pandemics, epidemics, government-ordered quarantine, fires, floods, earthquakes, or other natural disasters. Licensees and Vendor acknowledge and agree that CHCBBR may change the terms of this Agreement as the result of any amendments to the CHCBBR Policies. All other amendments must be in writing and signed by CHCBBR. Any waiver of the performance of any duty under this Agreement must be signed by CHCBBR and such waiver shall not be construed as a waiver of any subsequent breach. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Any notices required or permitted to be given hereunder shall be given in writing and sent to each party at the address set forth in this Agreement, as may be amended from time to time, by certified mail, return receipt requested, reputable overnight or two-day courier, or email, where the recipient has acknowledged receipt. Notices are effective upon receipt. Nothing contained in this Agreement, nor in the relationship created hereby should be interpreted to create a joint venture, partnership, employment, or agency relationship between the parties. Any provision of this Agreement intended to survive, including but not limited to Sections 5, 10, and 12 - 21 shall survive termination of this Agreement. This Agreement, including any referenced and incorporated documents, contains the entire understanding between the parties and supersedes all previous oral and written agreements on the subject hereof. This Agreement may not be assigned by Participant, Subscriber, or Vendor without the prior written consent of CHCBBR, which may be withheld for any reason in CHCBBR's sole discretion. The parties acknowledge and agree that this agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic

signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of law principles. Any action to enforce or interpret this Agreement shall be filed in the federal or state courts located in Gillespie County, Texas.

*[The remainder of this page is intentionally left blank.]*

**Participant Data License Agreement  
Signature Page**

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the last date set forth below.

**PARTICIPANT:**

By: \_\_\_\_\_  
Participant/Broker Signature

Print Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_

**SUBSCRIBER (if applicable):**

By: \_\_\_\_\_  
Subscriber Signature

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_

**CENTRAL HILL COUNTY BOARD OF  
REALTORS®, INC. (CHCBR)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
LICENSED PURPOSE**

Licensees and Vendor are authorized to use the Licensed Content for the following Licensed Purpose(s) (check appropriate box(es)):

**Internet Data Exchange (IDX)** for the following website or mobile application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Virtual Office Website (VOW)** for the following website or mobile application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Back office** for the following product: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_