# Trestle™

For Multiple Listing Managers

Trestle Release 1.1

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To watch videos explaining core features of Trestle, please visit our [video page](#) on YouTube.
Introduction

Trestle™ is a data management and productivity solution. The full delivery of Trestle to power governed distribution of RESO compliant listing data continues its phased and progressive march forward, and with the Trestle 1.1 release, we enter the phase enabling your Multiple Listing Organization to subscribe to Trestle, then configure:

- Data Feeds & Fees
- Data Licenses
- Broker Authorization Forms
- Trestle Account

Remember, the configuration is specific to your Multiple Listing Organization, your practices, and your policies.

With this release – and predicated on your completed configuration – the Trestle 1.1 release enables Technology Providers that also subscribe to Trestle to initiate streamlined Connections with your organization.

Each Connection you approve via Trestle will automatically and strictly adhere to your configuration. To learn more about the Connection Manager and the features enabled in the Trestle 1.1 release, please click here.

Speed, efficiency, and compliance – all conveyed via Trestle! This document outlines key information that each Multiple Listing Organization subscribing to Trestle needs to digest and understand to undertake your configuration and commence Connections.

Trestle Subscriptions

Your organization must subscribe to Trestle to undertake configuration and commence making Connections to license your listing data. Trestle subscriptions are month to month, and there is no cost until you approve one or more Connections to distribute data via Trestle. If you have already subscribed to Trestle, thank you. If you have not subscribed, please follow the instructions below.

The subscription process will be completed in four steps. Before you begin, please review the instructions below to ensure you have gathered all the information required to successfully complete the process.
In Step 1, select your business type. To continue, click the Next button appearing beside Multiple Listing Organization.

In Step 2, enter your Primary Contact Information. As the person completing the subscription forms, you are probably the Primary Contact who will be responsible for general administration of your organization’s Trestle account.

The Primary Contact must be someone from your organization who has the authority to approve the Trestle subscription agreement on behalf of your company. If that is not you, please be prepared to provide that person’s contact information instead.

To enhance security, a strong password is required. Consequently, your password must contain at least one uppercase letter, one lowercase letter, one number, and one of the special characters listed above the password (such as # or @).

When you have entered all the required Primary Contact Information, click Next.
• **In Step 3, enter your Company Information.**

Be prepared to enter the full legal name of your corporation, as well as the state of incorporation.

Also be prepared to enter the signatory name, title, and email address of the person in your company who will execute data license agreements with technology providers via Trestle. This will typically be the chief executive officer of your company, but might be another officer of your Multiple Listing Organization.

When you have entered all the required Company Information, click **Next.**

![Trestle Support](image)

After you complete Step 3, the Primary Contact entered in Step 1 will receive an email. The email will include a link to the Trestle login page.

You must click the Trestle link and **Login** to finish the subscription process.
In Step 4, you are asked to accept the subscription agreement following your initial login to Trestle. Please review and click I Accept.

Welcome aboard!

Data Feed Manager
Trestle 1.1 enables each Multiple Listing Organization to configure the following, commonly used data feeds:

- IDX via RETS and/or API
- IDX Plus via RETS and/or API

IDX Plus is distinguished from IDX simply by the availability of sold listing content.

In subsequent releases, Trestle will also offer data feeds tailored to support:

- VOW
- Broker back office
- Syndication
- Statistics
With the Trestle 1.1 release, your organization is empowered to configure each data feed via four distinct folders:

- **Edit Details** about the feed
- **Edit Fees** pertaining to Technology Providers for each data feed
- **Manage Contracts** governing each data feed
- **Customize Data** delivered via the feed

More information follows on the configuration options offered within each data feed folder.

Please note: you must click save after editing the information within each tab of the Data Feed Manager.

**Details**

Edit Details enables you to configure underlying attributes associated with each data feed. They are:

- Configure if each data feed is **Enabled**
- Configure **Broker Participation**, indicating if each data feed will provide all listings or solely those of Brokers who choose to opt-in via Trestle
- Configure **Broker Authorization**, indicating if the license for each data feed will be subject to Broker authorization
Fees
Edit Fees to configure the fees associated with each data feed. You can configure:

- The **Fee Period** to establish billing frequency (monthly, quarterly or annually in advance)
- The dollar amount for **Liquidated Damages**, if any, that you wish to impose on licensees
- The **Change Notice Period** to modify fees
- The **One Time Fee**, if any, you wish to charge each new licensee for setup
- The recurring **Monthly, Quarterly or Annual Fee** you wish to charge each licensee to whom you grant a Connection

Please note that:

- Liquidated Damages is the compensation amount awarded to your organization if the data license agreement is breached. You can simply enter zero dollars if you do not wish to establish an amount for liquidated damages.
- The recurring fee is subject to the frequency you establish for billing. Supported billing frequencies are monthly, quarterly and annual.
- Failure to enter a periodic fee essentially amounts to offering your data free of charge. Please be sure to enter the amount for each data feed you choose to support.
- Trestle fees you configure should include any sales tax you are liable to collect and remit. As currently structured, Trestle will not automatically calculate and add sales taxes to data licensing fees.
- Once the frequency and fees are configured, they apply to all Connections initiated by Technology Providers. In a subsequent release, Trestle will enable multiple listing organizations to modify fees for an individual Connection prior to accepting the license.

Trestle 1.1 already manages the events that trigger fees, but actual charges and deposits via e-commerce are deferred until the subsequent Trestle release. Commencing with the upcoming Trestle 2.0 release Trestle will process any fees owed to your organization. In addition:

- Beginning with the 2.0 release, further fees will be charged and collected in advance. For example, quarterly fees for services rendered Q4 2017 will be charged on the first day of the quarter, October 1, 2017. Accordingly, please consult with your financial advisor to determine when you should recognize the resulting revenue.
- Deposits will be made directly into the Deposit Account you designate in Account settings.
• You will have the option to establish an “advanced” schedule of fees for each data feed pertaining to both the number of Brokers and the number of agents using a Technology Provider’s product.
• You will have the option to delay charges to a future month/year for any company connecting with your Multiple Listing Organization if that company has pre-paid fees as a result of a separate and prior data access agreement.
• You will be able to establish fees for which your organization charges Brokers directly.

Contracts
Trestle automates the data licensing processes for each Multiple Listing Organization by supporting:

- Automatic and detailed contract generation
- E-signatures
- Contract storage and retrieval
- 3-way agreements via Broker authorizations
- Automatic renewal management

Configure **Contracts** empowers each Multiple Listing Organization to designate the actual data license and Broker authorization form that will govern its distribution of each data feed.

In the event your organization has not supplied Trestle with an alternate data license or Broker authorization to encode and load, only the default Trestle documents appear in the Contracts folder.

For further detailed about each data licensing option, please refer to the discussion about Data Licenses and Broker Authorization below.

Data Licenses
Trestle supports three fundamental data licensing scenarios by which you can connect with Technology Providers. The options are:

1. **The Default Trestle Data License**
   Trestle offers a carefully constructed data license that any Multiple Listing Organization is invited to use at no cost. In fact, this is the default option offered by Trestle and enables you to instantly, easily effect Connections with Technology Providers.

   The default data license is built to reflect the business rules embedded in Trestle, conform with general industry practices, and incorporate terms most frequently employed in multiple listing...
data licenses. Please also note that you are welcome to edit the default Trestle data license to conform with your organization’s requirements, then furnish the resulting document for Trestle use via option 3 below.

To review the default Trestle data license, please click here.

2. **Your Existing Data License with an Appended Trestle Addendum**
   Trestle enables you to use your existing data license, provided an addendum covering Trestle requirements is appended. The addendum, which has been expressly prepared for your free use by CoreLogic, augments your existing data license so that it can leverage and adhere to Trestle.

   Consequently, you can preserve the carefully architected terms of your existing data license knowing that it will conform to Trestle requirements. To review the addendum, please click here.

   In the event you elect to use this option, you must email your existing data license to Trestle Support with instructions to append the addendum. The support team will append the addendum for you, then prepare the resulting, unified document for encoding and use via Trestle. Unless instructed otherwise, the new document will be inserted for use with each data feed you enable for use via Trestle.

   Please also note this important clarification: While the default data license offered by Trestle covers all data feeds, you are invited to send a separate and distinct license for each data feed, provided the addendum is appended to each one.

3. **Revise Your Existing Data License to Conform with Trestle Requirements**
   You are welcome to revise your existing data license to conform with the business rules that drive Trestle. In effect, this amounts to option 2, but envelops the required terms for Trestle into a single, unified license.

   The terms reflected in an agreement you craft for use via Trestle must be consistent with Trestle constructs regarding:

   - Term, renewal and termination
   - Fee schedule and modifications
   - Liquidated damages amount
   - Permitted use, particularly with respect to requirements, if any, for Brokers to opt-in for use of their content
   - Data feeds and delivery
   - Broker authorization requirements (also known as 3-way agreements)

   As noted earlier, you are welcome to review and edit the default Trestle data license for purposes of option 3. It speaks to the specific Trestle requirements, but still offers you ample opportunity to incorporate the requirements for your organization.
In the event you elect to use this option, you must email the data license and instructions to Trestle Support. The support team will prepare and insert the data license into Trestle for your use. Unless instructed otherwise, the new document will be inserted for use with each data feed you enable for use via Trestle.

Ultimately, you must choose one scenario for your organization. We recommend initially evaluating the completeness and suitability of option 1, simply because it represents the simplest route to begin using Trestle immediately. If that is insufficient, please evaluate options 2 and 3. While options 2 and 3 are somewhat different in character, both ultimately require the Trestle Support team to encode and load your data license agreements into the Trestle system. Please allow several weeks for that encoding and load process to unfold.

If you elect option 2 or 3, please email a copy of your contract to Trestle support in a Word format. Please also clearly indicate if you are planning to use option 2 or 3.

In areas where your contract incorporates data elements that will be auto-filled, please allow adequate blank space. For example, if you charge a monthly fee in the amount of $50, please leave blank spaces into which the system can merge the frequency and recurring fees you configure via Trestle.

In conjunction with options 2 and 3, you may also wish to review the list of fields for which values can be automatically merged into a data license via Trestle. Please click here to review that list of available merge fields.

Of course, we are also pleased to assist you in this endeavor. Please feel free to contact Trestle support if you have questions or need assistance.

**Broker Authorizations**

Trestle supports two scenarios by which you can weave Brokers’ authorizations — also known as 3-way agreements -- into the data licensing practices you apply to relationships with Technology Providers.

Use of Broker authorization is entirely optional; during the configuration process for each data feed, you determine if its licensing is contingent on Broker authorization. Consequently, and by way of example, you could conceivably choose to require Broker authorization for syndication data feeds, but not for other data feeds. The choice and configuration are entirely up to you.

However, please be aware that the decision to require or not require Broker authorization for a particular data feed applies to all feeds; you cannot author exceptions for individual Technology Providers.

In the event you choose to employ Broker authorization, you must choose one of the following scenarios for your organization. The options are:
1. **Use the Default Trestle Broker Authorization Form**

Trestle offers a default Broker authorization form that any Multiple Listing Organization is invited to use at no cost. In fact, this is the default option offered by Trestle and enables you to instantly, easily effect Connections with Technology Providers that are subject to Broker authorization.

To review the default Broker authorization, please click [here](#).

2. **Use Your Existing Broker Authorization Form**

Trestle enables you to use your existing Broker authorization form in lieu of the default form available via Trestle. In the event you elect to use this option, please send your existing authorization form to Trestle Support, who will prepare the form for encoding and use via Trestle.

In the event you elect to utilize a Broker authorization form within Trestle, the following conditions and outcomes apply:

- Your execution of a data license and Connection with a Technology Provider results are effectively contingent on one or more Brokers authorizing your organization to furnish listing data for use via the Technology Provider's product.

- Before a Broker can issue their authorization they must subscribe to Trestle, connect with your Multiple Listing Organization -- and then authorize.

- The execution of a Broker authorization is a click-through process, whereby the Broker indicates their acceptance of the Broker authorization form in Connection with a specific Technology Provider’s product.

- Please note that the Broker authorization process is unilateral click-through process; Trestle does not require or support reciprocal approval or acceptance of the Broker's authorization by a Multiple Listing Organization.

- Copies of each executed Broker authorization are captured within and retrievable via Trestle.

- In the event a data license is contingent to Broker authorization, Trestle will withhold enabling a data feed to the Technology Provider until at least one Broker has provided authorization.
**Data Customization**

Customize Data enables you to configure the data elements you wish to include/exclude in each data feed.

It also enables you to configure the data feeds for which you wish to include/exclude media.

Before beginning to customize data for your organization, a bit of background will be helpful:

1. Each default Data Feed provided via Trestle includes slightly different fields and statuses. In general, Trestle has attempted to supply the fields and listing statuses generally deemed relevant for that type of data feed.

2. However, Trestle recognizes that your Multiple Listing Organization may operate with different rules than the default data feed configurations within Trestle. Consequently, Trestle enables you to customize the media and fields you offer via each data feed.

   For example, you may logically conclude that media is not relevant to a Statistics data feed and exclude media from that feed. Similarly, you may wish to exclude expiration date from all IDX data feeds.

Customization for each data feed is broken into four distinct resources:

- Media
- Member
- Office
- Property

Within each resource, you are able to edit Media and Fields. But please note that you can edit fields in all resources, but editing Media is only applicable to the Media resource itself.

To edit media, click the **Edit Media** button. To exclude delivering media for a specific data feed, set the media Limit to zero.

To edit fields, click the **Edit Fields** button. To exclude any field from a data feed, simply uncheck that field. To resume including a field within a data feed, simply re-check that field. Changes are instantaneous, but please understand that your customization applies to all recipients of a data feed. Data cannot be customized on a case by case, licensee by licensee basis.
**Account Manager**

Some account information is entered during the subscription process. The Account Manager enables you to update your prior entries, and add other information about your organization that is often vital to the operation of Trestle. Specifically, you can manage:

- **Contact Information** for the individual managing Trestle on behalf of your organization
- **Company Information** necessary for operation of Trestle – and especially information necessary to generate and execute data licenses
- **Company Description** to convey information about your company to Technology Providers and Brokers who may wish to connect via Trestle
- **Logo** to co-brand Trestle for your organization
- **Password** to change or update your Trestle credentials
- **Bank Deposit** to manage the bank information that controls where fees collected via Trestle will be deposited
- **Payment Information** to manage credit card data for fees that are payable to CoreLogic for use of Trestle

We encourage all subscribers to provide a thoughtful company description and to incorporate a logo to effectively market their presence within Trestle.

Please carefully note that Bank Deposit and Payment Information are securely processed through and stored by a 3rd party company specializing in such secure e-commerce services. Trestle does not store such confidential data in any manner. The data required to support e-commerce is solely determined by our e-commerce provider, Stripe. If you wish to review Stripe’s terms of service, please click [here](#).

Although deposits and payments under the Trestle 1.1 release are deferred, please enter this information when you initially configure Trestle to insure there is no unnecessary interruption of services or receipts.
Connection Manager

The Connection Manager enables Technology Providers, Multiple Listing Organizations and Brokers to formally establish and manage data licensing via Trestle. The Connection Manager supports the full life cycle pertaining to those relationships, in which Connections may be in any of the following statuses:

- Pending Multiple Listing Approval
- Pending Technology Provider Approval
- Approved
- Approved – Broker Contingency
- Declined Multiple Listing
- Declined Technology Provider
- Termination Pending
- Terminated
- Suspended

Initiating a New Connection

In all cases, new Connections are initiated by Technology Providers who wish to license listing data from a specific Multiple Listing Organization. In a subsequent release, Brokers will also be able to initiate Connections.

It is worth taking a short look at the Connection process through the eyes of a Technology Provider. Each Connection requires just a few simple steps. To begin, the Technology Provider accesses their view of the Connection Manager, then sequentially:

- Selects the product for which they wish to establish a Connection
- Selects the Multiple Listing Organization from whom they wish to license listing data
- Reviews the enabled data feeds and fees enabled by the selected Multiple Listing Organization
- Selects the data feed they wish to license
- Previews the data license terms as configured by the Multiple Listing Organization
- Requests an e-signature ready copy of the data license

When a Technology Provider requests the e-signature ready data license, the Trestle administrator for the corresponding Multiple Listing Organization will receive an alert via email that a “pending” Connection was initiated by the Technology Provider. In parallel, the status appearing in the Connection Manager will display “Pending Technology Provider Approval.”
Anticipating that the Technology Provider will apply their e-signature to the data license, it is advisable to immediately review the “pending” Connection via the Trestle Connections Manager.

**E-signature Processing**
When a Technology Provider has e-signed the agreement, it will be emailed directly to the designated individual within your organization to counter-sign.

The email is sent by our e-signature provider, **Authentisign**. The email includes a link to a page, as pictured here, through which your organization actually completes the signing process.

Since a fully executed agreement cannot be rescinded or invalidated, it is important to act quickly and decisively if the data license should not be executed.

Shortly after the contract is executed by your organization, the Connection Manager will be updated to display either that:

1. The Connection is **Approved**
2. The Connection is **Approved – Broker Contingency** if a 3-way agreement is in effect

In the event the Connection is approved and not subject to a 3-way agreement, the data feed to the Technology Provider will be promptly and automatically enabled.

In the event the Connection is subject to a 3-way agreement, no data will be accessible by a Technology Provider until one or more Brokers have provided their authorization via Trestle. However, please note that 3-way agreements will not be supported in the Trestle 1.1 release.

**Declining a Connection**
When the Technology Provider initiates a Connection, it will appear in the Connection Manager of the Multiple Listing Organization’s account with a status labeled “Pending TP Signature.”

Once the Technology Provider has affixed their e-signature, and prior to your counter-signature, the status appearing in the Connection Manager displays **Pending MLO Approval**.
If your organization does not wish to approve a Connection, please navigate to the Trestle Connection Manager, select the pending Connection, and click the **Decline** button.

You can decline a Connection as soon as the Technology Provider initiates the process. You do not need to wait for the Technology Provider to affix their e-signature. In fact, if you Decline, the e-signature ready document ceases to be available for e-signature.

You can also Decline a connection by clicking on the Reject button available during the actual e-signing process. That has the same effect as clicking the Decline button through the Trestle Connection Manager.

**Other Connection Activities**

Each Multiple Listing Organization will be able to suspend or terminate Connections via the Connection Manager in the future. Documentation for that functionality will be available in the subsequent Trestle release.

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DATA ACCESS AGREEMENT

(TRESTLE)

This Data Access Agreement (“Agreement”) is entered into between Multiple Listing Organization ("Multiple Listing Organization"), a(n) State of Incorporation corporation or company, and Technology Provider ("Technology Provider"), a(n) State of Incorporation corporation or company, and is effective as of the date of the last signature below ("Effective Date").

The parties agree as follows:

1. DEFINITIONS

1.1 “Authorized Broker” means a Participant identified in any Broker Authorization Form between said Participant and Multiple Listing Organization.

1.2 “Broker Authorization Form” means the separate form by which Multiple Listing Organization authorizes Technology Provider to provide the Product to a specified Authorized Broker. For the avoidance of doubt, (i) a Broker Authorization Form may be entered into on and/or after the Effective Date of this Agreement, and (ii) there may be multiple Broker Authorization Forms throughout the course of this Agreement.

1.3 “Listing Data” means the multiple listing data specified in Exhibit A.

1.4 “Participant” means a participant of Multiple Listing Organization, as defined in the Policies.

1.5 “Policies” means the Rules and Regulations and any operating policies of Multiple Listing Organization, as may be amended from time to time.

1.6 “Product” means Technology Provider’s product or service identified at Exhibit A.

1.7 “Trestle” means CoreLogic’s platform that aggregates multiple listing data and facilitates access and distribution of the Listing Data.

2. OWNERSHIP

Technology Provider acknowledges that ownership and use rights relating to copyrights in the Listing Data are defined in the Policies. Technology Provider shall not challenge or take any action inconsistent with Multiple Listing Organization’s ownership of or rights in the Listing Data.
3. LICENSE AND PERMITTED USE

3.1 License Grant. Subject to the terms and conditions of this Agreement, Multiple Listing Organization grants to Technology Provider a non-exclusive, non-transferable, non-sublicensable, limited license to use the Listing Data in accordance with the terms and conditions of this Agreement. There are no implied licenses under this Agreement. All rights not expressly granted herein are reserved.

3.2 Compliance with Policies. Technology Provider shall comply with the Policies at all times. In the event of any perceived conflict between the Policies and this Agreement, the Policies shall govern.

3.3 Permitted Use. Technology Provider is authorized to use the Listing Data in connection with the Product. Technology Provider may provide the Product to (select one):

   a. ☐ Only Authorized Broker(s)

   b. ☐ All Participants

   Technology Provider shall not resell, redistribute, or make any other commercial or personal use of the Listing Data.

4. LISTING DATA AND FEES

4.1 Listing Data. Multiple Listing Organization shall provide via Trestle the data feed of Listing Data identified and in the manner set forth in Exhibit A. If Technology Provider is permitted to provide the Product only to Authorized Broker(s) (i.e., Section 3.3(a) is selected above), then the data feed of Listing Data shall not commence until the first Authorized Broker.

4.2 Fees. Technology Provider shall pay the fees set forth in Exhibit A via e-commerce/credit card. The “One-Time Set Up Fee,” if applicable, shall be payable upon the Effective Date and shall be non-refundable. Except as otherwise provided in Section 4.3, recurring fee(s) shall commence upon the first Authorized Broker (if Section 3.3(a) is selected above) or upon the Effective Date (if Section 3.3(b) is selected above). Recurring fees shall be prorated for any partial months. Technology Provider acknowledges that fees will be paid via Trestle rather than directly to Multiple Listing Organization.

4.3 Delayed Fee Commencement. If Technology Provider obtains Listing Data directly from Multiple Listing Organization pursuant to a separate agreement as of the Effective Date of this Agreement, the commencement of recurring fees under this Agreement may be delayed until such time any prepaid fees under the separate agreement are exhausted.

4.4 Fee Increases. Multiple Listing Organization reserves the right to increase fees at any time during the term of this Agreement upon at least Days Notice to Modify Fees - must be at least 30 days’ notice to Technology Provider. The effective date of the fee increase shall be the first day of the month, as specified in the fee increase notice. If Technology Provider is not willing to agree to the increase in fees, then Technology Provider shall have the right to terminate this Agreement in accordance with Section 5.3.
5. **TERM AND TERMINATION**

5.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for 12 months from the first day of the month following the Effective Date; provided, however, that if the Effective Date falls on the first day of the month, then the term of this Agreement shall commence on the Effective Date and shall continue for 12 months from the Effective Date. The term shall auto-renew for successive 12-month periods unless and until terminated in accordance with this Section 5.

5.2 **Notice of Non-Renewal.** Either party may terminate this Agreement by giving the other party at least 30 days’ notice of non-renewal prior to expiration of the then-current term. If such notice is timely given, the Agreement will terminate at the expiration of the then-current term.

5.3 **Termination for Fee Increase.** If Multiple Listing Organization increases the fees pursuant to Section 4.3 and if Technology Provider is not willing to agree to such increase in fees, then Technology Provider may provide a notice of termination to Multiple Listing Organization on or before the end of the fee increase notice period. If Technology Provider provides such notice, then this Agreement shall terminate on the day prior to the effective date of the fee increase.

5.4 **Termination for Breach; Suspension.** If a party breaches this Agreement, the non-breaching party shall, upon providing notice of such breach, be entitled to terminate this Agreement, provided such breach is not cured within 15 days following such notice. Notwithstanding the foregoing, Multiple Listing Organization may immediately suspend Technology Provider’s license to use the Listing Data if Technology Provider breaches this Agreement.

5.5 **Cessation of Access to Trestle.** If Multiple Listing Organization’s access to Trestle ceases for any reason, Multiple Listing Organization may, at its sole option: (i) immediately terminate this Agreement and refund to Technology Provider any advance fees paid for Listing Data that has not yet been delivered; or (ii) continue the Agreement and deliver the Listing Data to Technology Provider directly.

5.6 **Effects of Termination.** Upon expiration or termination of this Agreement, all license rights granted by Multiple Listing Organization to Technology Provider pursuant to the Agreement shall terminate.

6. **REMEDIES**

6.1 **Injunctive Relief.** Because of the unique nature of the Listing Data, Technology Provider acknowledges and agrees that Multiple Listing Organization would suffer irreparable harm in the event that Technology Provider breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate Multiple Listing Organization for a breach. Multiple Listing Organization is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Technology Provider without showing or proving any actual damages sustained by Multiple Listing Organization and without posting any bond.

6.2 **Liquidated Damages.** Technology Provider acknowledges that damages suffered by Multiple Listing Organization from access to the Listing Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the Listing Data to a third party would be speculative and difficult to quantify. Accordingly, Technology Provider agrees that in the event Technology Provider or its employees,
agents, or contractors, disclose any password to access the Listing Data or disclose the Listing Data itself to any unauthorized third party, Technology Provider shall be liable to Multiple Listing Organization for liquidated damages in the amount of Liquidated Damages Amount for each such disclosure and termination of this Agreement.

7. AUDITS

Multiple Listing Organization may, at its option and upon reasonable notice to Technology Provider, engage an independent third party to review, inspect, and test the books, records, equipment, and facilities of Technology Provider to the extent reasonably necessary to ascertain Technology Provider’s compliance with this Agreement.

8. WARRANTY DISCLAIMER

THE LISTING DATA ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, AVAILABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO MULTIPLE LISTING ORGANIZATION), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

9. LIMITATION OF LIABILITY

MULTIPLE LISTING ORGANIZATION’S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY TECHNOLOGY PROVIDER TO MULTIPLE LISTING ORGANIZATION UNDER THIS AGREEMENT DURING THE 3 MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MULTIPLE LISTING ORGANIZATION BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF MULTIPLE LISTING ORGANIZATION IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

10. INDEMNIFICATION

In the event a party breaches any provision of this Agreement, that party (the “Indemnifying Party”) shall indemnify the other party and its 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, or arising from any unauthorized use of any of the Listing Data made available to Technology Provider pursuant to this Agreement. The Indemnified Parties shall promptly notify the Indemnifying Party of any claim, and cooperate fully with the Indemnifying Party in defending or settling any claim.
11. GENERAL PROVISIONS

11.1 Relationship of the Parties. The parties acknowledge that this is a business relationship based on the express provisions of this Agreement, they are independent of each other, and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement.

11.2 Notices. All notices in connection with this Agreement shall be sent via automation supported by and documented within Trestle.

11.3 Assignment. Technology Provider shall not assign or transfer this Agreement or any rights or obligations under this Agreement without Multiple Listing Organization’s prior written consent, which shall not be unreasonably withheld. A change in control of Technology Provider constitutes an assignment under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of this Agreement by Multiple Listing Organization. This Agreement binds and inures to the benefit of the parties and their respective permitted successors and permitted assigns.

11.4 Severability. If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11.5 No Waiver. Any waiver is only valid to the extent expressly set forth in writing. No waiver by a party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

11.6 Injunction. Any violation of the licenses granted hereunder or infringement or misappropriation of Multiple Listing Organization’s intellectual property rights shall be deemed a material breach of the Agreement, for which Multiple Listing Organization may not have adequate remedy in money or damages, and Multiple Listing Organization may seek injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting a bond or providing an undertaking.

11.7 Force Majeure. Neither party shall be liable for any failure or delay in its performance due to circumstances beyond its reasonable control (including, but not limited to, act of terrorism, war (declared or not declared), sabotage, insurrection, riot, act of civil disobedience, act of any government, accident, fire, explosion, flood, storm, earthquake, volcanic eruption, nuclear event, any act of God, labor disputes, failure or delay of shippers, or unavailability of components or equipment); provided that it notifies the other party as soon as practicable and uses commercially reasonable efforts to resume performance.

11.8 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of the law in which Multiple Listing Organization is located, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought in a court of competent jurisdiction located in the county in which Multiple Listing Organization is located, and each party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each party hereby
expressly and irrevocably waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

11.9 No Third Party Beneficiaries. This Agreement is for the benefit of the entities executing such document and is not intended to confer any rights or benefits on any third party, including any employee or client of either entity executing such document, and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

11.10 Survival. The following sections shall survive the expiration or termination of this Agreement: 2 (Ownership); 6 (Audits); 7 (Remedies); 8 (Warranty Disclaimer); 9 (Limitation of Liability); 10 (Indemnification); and 11 (General Provisions).

11.11 Counterparts. This Agreement may be accepted in any number of counterparts. If this Agreement is accepted in counterparts, no party is bound until all parties have accepted this Agreement.

[TECHNOLOGY PROVIDER NAME] (“Technology Provider”)

By: __________________________
_____________________________
Authorized Signature

Name: __________________________
Title: __________________________
Date: __________________________
Address 1: ______________________
Address 2: ______________________
City: ___________________________
State: __________________________
Zip: ____________________________
Country: ________________________
Phone: _________________________
Fax: ___________________________
Email: _________________________

[MULTIPLE LISTING ORGANIZATION NAME] (“Multiple Listing Organization”)

By: __________________________
_____________________________
Authorized Signature

Name: __________________________
Title: __________________________
Date: __________________________
Address 1: ______________________
Address 2: ______________________
City: ___________________________
State: __________________________
Zip: ____________________________
Country: ________________________
Phone: _________________________
Fax: ___________________________
Email: _________________________
EXHIBIT A

I. LISTING DATA; FEES

<table>
<thead>
<tr>
<th>Data Feed</th>
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<tr>
<td>Data Delivery</td>
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<tr>
<td>One-Time Setup Fee</td>
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<tr>
<td>Recurring Data Feed Fee</td>
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<tr>
<td>Recurring Billing Frequency</td>
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<td>Recurring Per Broker Fee</td>
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<td>Recurring Agent Fee</td>
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II. PRODUCT

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<td>Product Type</td>
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<tr>
<td>Website URL</td>
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<tr>
<td>Product Description</td>
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TRESTLE ADDENDUM

This Trestle Addendum (“Trestle Addendum”) is entered into between Multiple Listing Organization (“Multiple Listing Organization”) and Technology Provider (“Technology Provider”). This Trestle Addendum is subject to the Insert Name of Agreement between Multiple Listing Organization and Technology Provider and all subsequent amendments, exhibits, or attachments thereto (“Agreement”). The Agreement and this Trestle Addendum are effective as of the date of the last signature below (“Effective Date”).

1. DEFINITIONS

1.1 “Listing Data” means the multiple listing data specified in Exhibit A.

1.2 “Trestle” means CoreLogic’s platform that aggregates multiple listing data and facilitates access and distribution of the Listing Data.

2. LISTING DATA; FEES

2.1 Listing Data. Multiple Listing Organization shall provide via Trestle the data feed(s) of Listing Data identified and in the manner set forth in Exhibit A. Technology Provider acknowledges that Technology Provider is required to enter into a separate agreement with CoreLogic for access to Trestle.

2.2 Fees. Technology Provider shall pay the fees set forth in Exhibit A via e-commerce/credit card. Fees (other than any One-Time Set Up Fee) shall be prorated for any partial months. Technology Provider acknowledges the fees will be paid via Trestle rather than directly to Multiple Listing Organization.

3. TERM; TERMINATION

3.1 Term. The term of this Trestle Addendum shall commence on the Effective Date and shall continue for 12 months from the first day of the month following the Effective Date; provided, however, that if the Effective Date falls on the first day of the month, then the term of this Trestle Addendum shall commence on the Effective Date and shall continue for 12 months from the Effective Date. The term shall auto-renew for successive 12-month periods unless and until terminated in accordance with this Section 3.

3.2 Notice of Non-Renewal. Either party may terminate this Trestle Addendum by giving the other party at least 30 days’ notice of non-renewal prior to expiration of the then-current term. If such notice is timely given, the Trestle Addendum will terminate at the expiration of the then-current term. For the avoidance of doubt, a termination of the Trestle Addendum pursuant to this Section 3.2 does not terminate the Agreement.
3.3 **Termination of Agreement.** Any termination of the Agreement in accordance with the terms of the Agreement shall concurrently terminate this Trestle Addendum.

3.4 **Cessation of Access to Trestle.** If Multiple Listing Organization’s access to Trestle ceases for any reason. Multiple Listing Organization may immediately terminate this Trestle Addendum and, at its sole option: (i) refund to Technology Provider any advance fees paid for Listing Data that has not yet been delivered; or (ii) deliver the Listing Data to Technology Provider directly.

4. **MISCELLANEOUS**

4.1 **Notices.** So long as this Trestle Addendum is in effect, all notices in connection with the Agreement or this Trestle Addendum shall be sent via automation supported by and documented within Trestle.

4.2 **System Functionality.** So long as this Trestle Addendum is in effect, any provision or requirement in the Agreement that is incompatible with the functionality of Trestle shall be deemed to be not applicable.

4.3 **Interpretation.** In the event of a conflict between the Agreement and this Trestle Addendum, the terms and conditions of this Trestle Addendum shall control.
### III. LISTING DATA; FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Description</th>
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<tbody>
<tr>
<td>Data Feed</td>
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<td>Data Delivery</td>
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<td>One-Time Setup Fee</td>
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<td>Recurring Data Feed Fee</td>
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<td>Recurring Per Broker Fee</td>
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<td>Recurring Agent Fee</td>
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**Exhibit 3 – Trestle Merge Fields**

As of February 2, 2017, the following fields are available for insertion into data licenses and Broker authorizations, as applicable.

Merge fields are used to generate data licenses and Broker authorization forms. Please note that the coding and management for merge fields are managed by the Trestle support team on your behalf. Please understand that alternate licenses and forms you furnish for use via Trestle cannot include any fields that are not depicted below. Please also note that fields labelled as advanced fees will not be available in the Trestle 1.1 release.

<table>
<thead>
<tr>
<th><strong>Multiple Listing Organization Fields</strong></th>
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<tr>
<td>Address 2</td>
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<tr>
<td>Fax</td>
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<tr>
<td>Signor Name</td>
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<td>Signor Title</td>
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<tr>
<td>Signor Email</td>
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<td>Liquidated Damages Amount</td>
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<td>Product Type (Web, etc.)</td>
<td>Advanced Fees - Broker Tier 1 Range</td>
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<td>Advanced Fees</td>
<td>Advanced Fees - Broker Tier 1 Fee</td>
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<td>Advanced Fees - Broker Tier 2 Range</td>
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<td>Advanced Fees - Broker Tier 14 Fee</td>
<td>Advanced Fees - Broker Tier 14 Fee</td>
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Exhibit 4 – Trestle Default Broker Authorization Form

Following is the default Trestle Broker authorization form as of January 27, 2017. Specific elements appearing with gray shading – such as the name of your Multiple Listing Organization -- will be automatically inserted by Trestle each time the document is generated.

BROKER AUTHORIZATION

(TRESTLE)

This Broker Authorization (“Authorization”), when accepted by Broker (“Broker”) and Multiple Listing Organization (“Multiple Listing Organization”), will be a binding contract.

BY CLICKING "I ACCEPT" OR SIMILAR VERBIAGE, YOU REPRESENT THAT YOU ARE DULY AUTHORIZED TO ACCEPT THIS AUTHORIZATION AND THAT THE ENTITY YOU REPRESENT WILL BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED IN THIS AUTHORIZATION.

RECITALS

A. Multiple Listing Organization and Technology Provider (“Technology Provider”) entered into a Data Access Agreement (“Agreement”), a copy of which is attached hereto, pursuant to which Multiple Listing Organization delivers Listing Data to Technology Provider via Trestle for use in Technology Provider’s Product.

B. Broker seeks authorization from Multiple Listing Organization to receive and utilize Technology Provider’s Product.

C. Capitalized terms used without definition have the meanings ascribed to them in the Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Authorization.** Broker is authorized to receive and utilize Technology Provider’s Product for Broker’s (i) internal use; (ii) IDX use; (iii) VOW use; or (iv) AVM use, as applicable. Any use of the Product other than the foregoing is prohibited.

2. **Fees.** Broker shall pay the fees set forth in Exhibit A (if any) via e-commerce/credit card. Fees, to the extent applicable, shall be prorated for any partial months. Broker acknowledges that the fees will be paid via Trestle rather than directly to Multiple Listing Organization.

3. **Term.** The term of this Authorization shall commence on the Effective Date (as defined below) and shall continue until the first to occur of the following: (i) the termination or expiration of the Agreement; (ii) either party’s termination of this Authorization upon 30 days’ notice to the other party; or (iii) any termination of this Authorization for breach.
4. **Incorporation of Terms.** The following sections of the Agreement are incorporated into this Authorization: 3.2 (Compliance with Policies); 5.4 (Termination for Breach; Suspension); 5.6 (Effects of Termination); 6 (Audits); 7 (Warranty Disclaimer); 8 (Limitation of Liability); 9 (Indemnification); and 10 (General Provisions).

5. **Acceptance by Multiple Listing Organization.** Multiple Listing Organization shall indicate its acceptance of this Authorization via a notice of acceptance. The date of such acceptance shall be the “Effective Date” of this Authorization.

6. **Notices.** All notices in Connection with this Authorization shall be sent via automation supported by and documented within Trestle.

**EXHIBIT A**

<table>
<thead>
<tr>
<th>Broker Participation Fee</th>
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<tbody>
<tr>
<td>Recurring Billing Frequency</td>
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