

## Content Licensing Agreement

This Content Licensing Agreement (“**Agreement**”) is made by and between the Wasatch Front Regional Multiple Listing Service, Inc. (dba UtahRealEstate.com), a Utah corporation with its principal place of business located at 230 West Towne Ridge Parkway, Suite 400, Sandy, Utah 84070 (hereinafter “**URE**”) and the government entity identified on the signature page as Assessor (“**Assessor**”). URE and Assessor are sometimes referred to herein collectively as the “**Parties**” and individually as the “**Party**.”

**WHEREAS**, URE is a multiple listing service that creates and maintains real estate listing databases, and whose participants and subscribers include real estate agents, real estate brokers, real estate brokerage companies, real estate appraisers, real estate affiliated companies, and other real estate professionals.

**WHEREAS**, Assessor is a county assessor office that provides assessment and valuation services to its respective county. Assessor has statutory and professional duties and is responsible for assessing real property located within Assessor’s jurisdiction.

**WHEREAS**, Assessor desires to access certain data in connection with properties that have been sold in URE’s multiple listing service and URE desires to utilize certain data from Assessor’s public records for use in URE’s software and websites.

**WHEREAS**, URE and Assessor wish to grant one another a limited license for the purposes described in the preceding paragraphs, in accordance with the terms and provisions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, URE and Assessor hereby agree as follows:

1. **Definitions.** In addition to the definitions set forth above, the following words shall have the following meanings as used herein:
  - A. “Effective Date” means and refers to the date in which this Agreement shall be effective.
  - B. “Assessor Content” means and refers to the data set provided by Assessor to URE and specifically set forth in Exhibit B to this Agreement
  - C. “MLS Content” means and refers to the data provided by URE to Assessor pursuant to this Agreement.
  - D. “Content” means the Assessor Content and/or the MLS Content, as applicable in the context when used.
  - E. “Term” means and refers to the time period in which this Agreement will be effective.
2. **Licensing & Intellectual Property.**
  - A. **Assessor Use of MLS Content.** During the term of this Agreement, and subject to Assessor’s performance of Assessor’s obligations hereunder, URE grants to Assessor a revocable, non-exclusive, non-transferable, non-assignable license to use the MLS Content only for the

purposes set forth in this Agreement and Exhibit A. Assessor agrees that Assessor will not use the MLS Content for any purpose or use other than as specifically permitted pursuant to this Agreement. URE shall retain all intellectual property rights, title, and interest in and to the MLS Content and assigns no intellectual property rights to Assessor. Assessor agrees not to challenge or oppose any intellectual property right asserted or claimed by URE to the MLS Content.

- B. **URE Use of Assessor Content.** During the term of this Agreement, and subject to URE’s performance of URE’s obligations hereunder, Assessor grants to URE a revocable, non-exclusive, non-transferable, non-assignable license to use the Assessor Content only for the purposes set forth in this Agreement and Exhibit A. URE agrees that URE will not use the Assessor Content for any purpose or use other than as specifically permitted pursuant to this Agreement. Assessor shall retain all rights, title, and interest in and to the Assessor Content.
  - C. **Servers.** The Parties acknowledge that they will be accessing one another’s data pursuant to this Agreement and that such data will be accessed via data feeds. To facilitate these data feeds, neither URE nor Assessor shall be obligated to make any changes to their respective servers, any of the software running on those servers, applicable protocols, or any other aspect of the servers for purposes of this Agreement. URE and Assessor both acknowledge and agree that a modification of one Party’s servers may require changes to the other Party’s servers or to hardware or software used to transfer and access a Party’s Content. The Parties recognize that each Party shall bear the costs necessary to obtain the Content from the other Party’s servers. However, the Parties agree to work together to provide instructions and other information needed by a Party to obtain the Content. The Parties acknowledge and agree that a Party’s servers may not be available at all times and that interruption or unavailability of access to Content shall not constitute a default under this Agreement, unless such access exceeds thirty (30) consecutive calendar days.
  - D. **Access to Content.** The technology used to access a Party’s Content shall be determined by the Party providing the Content. The Parties reserve the right to change their technologies at any time but agree to provide reasonable notice to the other Party of the change in technology.
3. **Term and Payment.**
    - A. **Month to Month Term.** The Term of this Agreement shall commence on the Effective Date and shall continue thereafter on a month-to-month basis. Either party shall

have the right to terminate this Agreement and the licenses herein granted by providing thirty (30) days written notice of termination to the other Party for any reason or no reason.

- B. Fees. For the licenses provided for herein, the Parties shall pay the fees set forth in Exhibit A of this Agreement.

**4. Responsibilities and Requirements.**

- A. Other Costs. Assessor shall be responsible for any costs associated with accessing and retrieving the MLS Content. URE shall be responsible for any costs associated with accessing and retrieving the Assessor Content.
- B. No Unlawful Access or Distribution. Except as specifically set forth in this Agreement, and in accordance with Section 6F hereof, Assessor agrees that Assessor will not relicense, sublicense, or redistribute the MLS Content or make the MLS Content available for use or viewing to any third party.
- C. Assessor Content Compatibility. Assessor does not guarantee that the Assessor Content will be compatible with the MLS' software or hardware used by MLS or MLS' users. Assessor shall not be held responsible or liable for the consequences of delays and/or damages caused by incompatible hardware or software or malfunctions in the hardware or software.
- D. Consumer Privacy and Information Security. Assessor shall promptly comply with all federal, state, and local privacy and information security laws including but not limited to security breach notification laws. In the event that any of the MLS Content stored on the Assessor's servers is accessed or used by an unauthorized third party, Assessor shall notify URE within twenty-four hours of the discovery of the unauthorized access.

**5. URE Representations.**

- A. Accuracy of MLS Content. URE represents that URE has disclosed to Assessor and Assessor fully understands and acknowledges that the MLS Content is compiled by URE from independent real estate agents, real estate brokers, real estate appraisers, and other real estate professionals who utilize the services of URE. Accordingly, URE, and its officers, shareholders, directors, employees, representatives and agents, offer the MLS Content "AS IS" and make no representations or warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose, concerning the accuracy or completeness of the MLS Content. Assessor agrees that in no event shall URE be liable for any lost profits, or for any special, consequential, or exemplary damages that Assessor may suffer or incur as a result of the inaccuracy or incompleteness of URE's MLS Content.
- B. MLS Content Compatibility. URE does not guarantee that the MLS Content will be compatible with the Assessor's software or hardware used by Assessor or Assessor's

users. URE shall not be held responsible or liable for the consequences of delays and/or damages caused by incompatible hardware or software or malfunctions in the hardware or software.

**6. Assessor Representations and Restrictions.**

- A. Assessor Authority. Assessor represents and warrants that Assessor has all right, power and authority to enter this Agreement and to perform Assessor's obligations as set forth in this Agreement.
- B. Assessor Intellectual Property. Assessor represents and warrants that its performance of this Agreement and its provision of Assessor Content to URE do not and will not violate any third party intellectual property rights, laws or agreements between Assessor and a third party.
- C. Laws. Assessor represents and warrants that Assessor will use the MLS Content in accordance with all federal, state, and local laws and regulations.
- D. Derivative Works. Except as specifically set forth in this Agreement, Assessor represents and warrants that Assessor will not create derivative works based on or containing the MLS Content and will not sell the MLS Content to any third party.
- E. Deceptive Practices. Assessor shall not create any products of any kind that manipulate the MLS Content in any way that produces a deceptive or misleading result to the end user.
- F. Protected Records/Business Confidentiality/Trade Secrets. The MLS Content shall be deemed confidential information. The Assessor has reviewed URE's written claim that the MLS Content is entitled to "business confidentiality" and the statement of reasons in support thereof, which have been submitted pursuant to the Utah Government Records Access and Management Act ("GRAMA") under Utah Code Ann. § 63G-2-309(1)(a)(i) and attached as Exhibit C hereto. The Assessor hereby conclusively and finally determines that the MLS Content constitutes a "protected" record under GRAMA and hereby incorporates by reference all of the reasons stated in Exhibit C, as follows: (i) under Subsection 63G-2-305(1), the MLS Content satisfies the requirements of being classified as a "trade secret" (as defined in Subsection 13-24-2(4)); and (ii) under Subsection 63G-2-305(2), the MLS Content constitutes commercial information or nonindividual financial information for which: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future; (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and (c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309.

- G. Assessor shall take all necessary measures to protect the confidentiality of the MLS Content as a “protected” record and shall make all commercially reasonable efforts to ensure the security of the MLS Content. Except as allowed for in this Agreement, Assessor shall not disclose the MLS Content to anyone, including members of the public, except as ordered by a court of competent jurisdiction or as otherwise required by law. Assessor shall not disclose the MLS Content pursuant to a court order until Assessor has given URE at least ten business days prior written notice and an opportunity to oppose such a disclosure. Without limiting other rights and remedies, URE shall be entitled to all rights and remedies available to it under GRAMA for a violation hereof.
- 7. Non-Competition.**
- A. Assessor agrees that Assessor shall not, either directly or indirectly, engage in (as a direct or indirect owner, manager, operator, agent, consultant or other participant; or through the furnishing of financial support; or through the rendering of employment or consulting services for wages or fees) the business of providing a multiple listing service to real estate professionals, real estate brokers, real estate agents, or real estate appraisers, whether through the Internet or otherwise, in competition with URE’s Multiple Listing Service business and/or related businesses, and that Assessor will not provide any service that facilitates cooperation and compensation between real estate professionals.
- B. If this section, or any part thereof, for any reason, is declared by a court or arbitrator to be unenforceable or, Assessor breaches this Section 7, in addition to other available remedies, URE shall have the option to immediately terminate this Agreement. Assessor expressly acknowledges and agrees that URE would not have agreed to enter into this Agreement to provide the MLS Content to Assessor but for Assessor’s agreement not to compete with URE’s MLS and/or related businesses.
- 8. Limitation of Liability.**
- A. EXCEPT FOR AN INTENTIONAL BREACH OF THIS AGREEMENT, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, URE SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF A BREACH OF THIS AGREEMENT, EVEN IF URE HAS BEEN NOTIFIED OF THE POSSIBILITIES OF SUCH DAMAGES. FURTHER, URE SHALL NOT BE LIABLE FOR ANY DAMAGES OCCASIONED BY THE ACTS OR OMISSIONS, WHETHER INTENTIONAL OR NOT, OF URE’S PARTICIPANTS, SUBSCRIBERS, MEMBERS OR OTHERS WHO INPUT OR GENERATE ANY PART OF THE MLS CONTENT.
- 9. Assessor Indemnification Regarding Intellectual Property Claims.** Assessor shall defend, indemnify and hold URE and URE’s directors, employees, officers, agents, attorneys, and representatives harmless from and against any and all claims, actions, judgments, awards, expenses (including reasonable attorneys’ fees) and awarded damages assessed against URE or agreed to be paid by URE in settlements that arise from a claim that: (1) Assessor infringed a copyright, trademark, patent, trade secret, or other intellectual property right of URE, a subscriber of URE, or another third party by using the MLS Content in a manner not set forth in this Agreement; (2) Assessor made any photos, videos, property descriptions, showing instructions, or agent remarks public or viewable to any member of the public; (3) Assessor breached Section 6(f) of this Agreement; or (4) Assessor made the MLS Content available to an unauthorized third party. In the event any such claim is brought to the attention of URE, URE reserves the right to terminate this Agreement immediately.
- 10. Indemnification Regarding Other Claims.** The Parties shall defend, indemnify and hold one another’s directors, employees, officers, agents, attorneys, and representatives harmless from and against any and all claims, actions, judgments, awards, expenses (including reasonable attorneys’ fees) and awarded damages assessed against a Party that arise from: (a) one Party’s material breach of any representation or warranty in this Agreement; or (b) a Party’s negligent or fraudulent acts in performing this Agreement.
- 11. Default.** Any material breach of this Agreement shall constitute a default if not corrected by the breaching Party within ten (10) days of receipt of written notice from the non-breaching Party; provided, however, this Section 11 shall not supersede any specific default provisions set forth herein.
- 12. Termination/ Survival.**
- A. In the event of termination by either Party, URE shall terminate Assessor’s access to the MLS Content and Assessor shall terminate URE’s access to the Assessor Content.
- B. In the event of termination of this Agreement for any reason, Sections 4(B), 4(D), 6, 7, 8, 9, 10, 11, 12, 13, and 16 shall survive termination.
- 13. Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Utah, including all matters of constructions, validity, and performance.
- 14. Force Majeure.** Neither Party to this Agreement shall be responsible for interruption of, interference with, lessening of, or suspension of any of its obligations hereunder, if such interruptions are caused by strikes, lockouts, embargos, riots, epidemics, wars, acts of terrorism, acts of civil or military authority, fire, flood, natural disasters, acts of God, force majeure, material or equipment shortages, transportation or fuel shortages, failures or malfunctions of

telecommunications services or utility equipment, power outages, or any other cause not under the control of the Parties.

- 15. Notices.** All notices provided by this Agreement shall be in writing and may be given by any of the following methods: (a) email, (b) mail; (c) personal delivery, or (d) overnight mail using a reputable carrier and a tracking system. The Parties must provide notice at the addresses listed in this Agreement, or to such other address as may be provided by the Parties in writing at a later time. Notice shall be deemed received, effective, and properly given: (i) three business days after deposit in the mail; (ii) upon personal delivery to the address of recipient; (iii) one business day following the shipment of the notice by a reputable overnight mail carrier; or (iv) same day if delivered by 5:00 p.m. Mountain Time via email.

Notices to URE: Attention: Legal Department of URE; 230 West Towne Ridge Parkway, Suite 400; Sandy, UT 84070; legal@utahrealestate.com.

- 16. Arbitration.** Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope and applicability of this Agreement to arbitrate shall be determined by binding arbitration in the County of Salt Lake, Utah, before a sole Arbitrator selected by the Parties. The Arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement. Notwithstanding the above, either Party may file a request with a court of competent jurisdiction for equitable relief, including but not limited to injunctive relief, pending resolution of any claim through the arbitration procedures set forth herein. The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information. Judgment on the arbitration award may be entered in any court having jurisdiction, and each Party shall be responsible for its attorneys' fees as well as its share of the costs of the arbitration. The Arbitrator shall have the right to award attorneys' fees and costs to the prevailing Party.
- 17. Further Assurances.** The Parties agree to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties to this Agreement.
- 18. Severability & No Waiver.** The failure of either Party, in any one or more instances, to enforce any of the terms of this

Agreement shall not be construed as a waiver of future enforcement of that or any other term. The provisions of this Agreement are severable, and if one or more sections (or subsections) should be determined to be judicially unenforceable, in whole or in part, the remaining sections or subsections thereof shall nevertheless be binding and enforceable.

- 19. Assignment.** Neither Party to this Agreement may assign the Agreement or its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, in the event that URE is involved in a merger or asset acquisition, the Agreement shall be assigned to URE's surviving or successor entity.
- 20. Titles.** The headings, titles, and captions used in this Agreement are inserted solely for convenience of reference and are not part of and are not intended to govern, limit, or aid in the construction of any term or provision hereof.
- 21. Authority to Enter Agreement.** Each person who executes this Agreement represents and warrants that he/she has the authority to do so, both individually and on behalf of the Party for whom it is executed.
- 22. Complete Agreement.** This Agreement contains all of the agreements and understandings of the Parties with respect to the subject matter addressed herein, and no prior agreement, understanding or representation of any kind (written or verbal) pertaining to any such matter shall be effective for any purpose. If any written or verbal agreements existed between the Parties regarding the subject matter hereof prior to this Agreement, the same are and shall be fully and forever terminated, and are superseded and replaced by the terms of this Agreement. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. The Parties agree that this Agreement is the only agreement governing the terms of their relationship pertaining to the subject matter addressed herein, and this Agreement is binding and legally enforceable in accordance with its terms and provisions.
- 23. Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.
- 24. Signatures.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument. Electronic, or scanned signatures shall be fully binding and effective for all purposes and shall be given the same effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**URE:**

Wasatch Front Regional Multiple Listing Service, Inc.

Signature: \_\_\_\_\_

Name: Brad Bjelke

Title: CEO

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

**ASSESSOR:**

San Juan County Assessor

Signature: \_\_\_\_\_

Name: Jamie Harvey

Title: County Commission Chair

Date Signed: 12/20/2024

Signed by:  
  
6925768F649C410...

## Exhibit A

### 1. Fees

A. Assessor will pay URE the following fees for the license granted in this Agreement.

- i. Licensing Fee: \$0 per month commencing on the Effective Date
- ii. Setup Fee: \$0 one-time, nonrefundable fee

B. URE will pay Assessor the following fees for the license granted in this Agreement.

- i. Licensing Fee: \$0 per month commencing on the Effective Date
- ii. Setup Fee: \$0 one-time, nonrefundable fee

### 2. Assessor License to Use MLS Content

A. License Description. Assessor may use the MLS Content only as follows:

- a. To support the Assessor's financial and mathematical property valuation models used to determine the assessed valuation of real property within the Assessor county's jurisdiction only;
- b. To provide support when the Assessor must respond to a member of the public's property valuation appeals;
- c. To use a limited number (defined as up to 10 sold properties) of specific property sold data examples in tax assessment appeals before a county hearing officer, the county board of equalization, the state tax commission, or state courts.

B. Access to MLS Content. Assessor may access the MLS Content using the following methods:

- a. Individual logins and passwords to URE's designated software which will provide viewing only rights. Assessor and Assessor's employees shall not have any rights to edit or modify any of the MLS Content.

C. Specific Restrictions

- a. Assessor shall not be permitted to provide or allow the viewing of any reports generated from URE's designated software to any member of the public;
- b. The MLS Content shall not be used to directly assess any specific sold property in the Assessor's county, and specific sold data information on individual properties will not be provided or shared by the Assessor with members of the public except for the limited purposes provided herein; and
- c. Assessor shall not and has no right to further use, display, frame, distribute, download, transmit, repurpose, or modify the MLS Content, or otherwise create derivative works of the MLS Content.

- D. Who may Access the MLS Content. URE shall provide secure logins to Assessor's current employees who engage in the assessment of properties and who meet the following criteria: (1) they are bona fide employees of the Assessor; (2) they have valid governmental email addresses as commonly issued to employees of the Assessor; (3) they agree to not use the MLS Content to conduct any private appraisals or assessments.
- a. Any employee who meets the above criteria and who also conducts private appraisals or assessments shall be required to purchase a membership from URE, be in compliance with URE's rules and regulations for its members, and be active and current with all fees to URE. If any employee fails to meet these criteria, URE reserves the right to terminate said employee's access to the MLS Content. In addition, the Assessor agrees any damages incurred by URE in connection with any breach hereof would be difficult of ascertaining with certainty, and accordingly, Assessor agrees to pay URE \$5,000 in liquidated damages for each such occurrence.
- E. Assessor Responsibilities for Notifying URE: Assessor shall be responsible for notifying URE by email at [memberservices@utahrealestate.com](mailto:memberservices@utahrealestate.com) (or to a different email address which may be provided by URE to Assessor at a later time in writing) within 5 business days if any Assessor employee who had credentials to access the MLS Content is no longer employed by Assessor. In the event that Assessor fails to notify URE pursuant to this provision, Assessor agrees any damages incurred by URE in connection with any breach hereof would be difficult of ascertaining with certainty, and accordingly, Assessor agrees to pay URE an amount equal to the cost of 12 months of an individual subscription fee to URE's MLS (this specifically excludes the cost of any setup fee that the MLS may charge its members). In addition, Assessor shall provide a quarterly report to URE with a list of all active employees of the Assessor who should have access to the MLS Content.
- F. Assessor Member Passwords and Logins. Assessor acknowledges and agrees that each employee of Assessor with a need to access the MLS Content must apply to URE for an individual username and password. If URE determines that Assessor or any of its employees is sharing a login or password with another employee or third party, Assessor agrees any damages incurred by URE in connection with any breach hereof would be difficult of ascertaining with certainty, and accordingly, Assessor agrees to pay URE liquidated damages in the amount of \$5,000 for each appraisal completed in breach of this Agreement.
- G. Display and Use. Assessor shall not use or display to the public or to any employee of Assessor that is not assigned login credentials for URE's designated software any MLS Content relating to showing instructions of a property, photos of a property, videos related to a property, property descriptions related to a property, any security information in a listing that discusses when and how to access a property, and agent remarks related to a property. Assessor acknowledges and agrees that use of any such information is a material breach of this Agreement including, without limitation Section 6F.
- H. Education and Training of Assessor members. Assessor and all employees of Assessor who have been assigned login credentials for URE's designated software shall undergo a training and education program by Assessor related to the terms of this Agreement and how best to comply with these terms to avoid any breaches or violations.

### 3. URE License to Use Assessor Content

- A. License Description. URE may use the Assessor Content only as follows:

- i. To download to URE's servers and databases for use, display, and aggregation in URE's MLS software and products;
  - ii. To use in URE's statistics programs and reports; and
  - ii. To display on [www.utahrealestate.com](http://www.utahrealestate.com) and any other URE owned websites as part of URE's display of public records data.
- B. Access to Assessor Content. URE may access the Assessor Content by downloading the Assessor Content from Assessor using the method of technology set forth by Assessor. The fields and data included in the Assessor Content data feed are set forth in Exhibit B. URE may download the Assessor Content no more than one time per week. Assessor agrees to provide URE with the most current information available when URE downloads the Assessor Content.
- C. Other Sources and Products. Assessor acknowledges and agrees that URE obtains county assessor and county recorder data from other third party sources not parties to this Agreement, and that URE creates products from all county assessor and county recorder data that it obtains.



## Exhibit B Assessor Content

1. Assessor shall provide URE with all data that is visible to the public on the Assessor’s website in each data feed distribution to URE for each property in Assessor’s county. Assessor shall ensure that the data provided in the data feed is current and matches what the public can view for a property (as an example but in no way limited to this one field, URE shall be provided with the most current owner’s information for each property as displayed on the Assessor’s website in each data feed pull by URE).
2. Assessor shall also provide the following data related to the Assessor’s fields listed below. For purposes of this Agreement, the fields provided are those currently being provided to URE and URE shall be entitled to these types of data fields and any similar fields, regardless of whether the data field names are changed by Assessor during the term of this Agreement.

Name	Null?	Type
ACCOUNTNO	NOT NULL	VARCHAR2 (30)
IMPNO	NOT NULL	NUMBER (7, 2)
DETAILID	NOT NULL	NUMBER (15)
JURISDICTION	NOT NULL	VARCHAR2 (20)
IMPDETAILTYPE		VARCHAR2 (30)
IMPDETAILDESCRIPTION		VARCHAR2 (50)
DETAILUNITCOUNT		NUMBER (15, 4)
UNITPRICE		NUMBER (15, 2)
COSTRCNLD		NUMBER (15, 2)
BUILDDATEID	NOT NULL	VARCHAR2 (10)
LASTUPDATETIMESTAMP	NOT NULL	DATE
PARCELNO		VARCHAR2 (30)

TABLE ACCOUNT:

Name	Null?	Type
ACCOUNTNO	NOT NULL	VARCHAR2 (30)
JURISDICTION	NOT NULL	VARCHAR2 (20)
VALUEAREACODE	NOT NULL	VARCHAR2 (10)
PARCELNO		VARCHAR2 (30)
STATUSCODE		VARCHAR2 (1)
ACCTTYPE		VARCHAR2 (15)
MOBILEHOMESPACE		VARCHAR2 (10)
MAPNO		VARCHAR2 (40)
ECONOMICAREACODE		VARCHAR2 (10)
ECONOMICAREADESCRIPTION		VARCHAR2 (100)
BUILDINGCOUNT		NUMBER (11)
SUBNO		VARCHAR2 (30)
SUBDIVISIONNAME		VARCHAR2 (255)
LANDGROSSACRECOUNT		NUMBER (20, 6)
LANDNETACRECOUNT		NUMBER (20, 6)
LANDGROSSSF		NUMBER (20, 6)
LANDGROSSFF		NUMBER (20, 6)
LANDGROSSUNITCOUNT		NUMBER (20, 6)
LANDWIDTH		NUMBER (11)
LANDDEPTH		NUMBER (11)
LANDVACANTFLAG		NUMBER (1)
LANDPLATTEDFLAG		NUMBER (1)
LANDAPPRAISER		VARCHAR2 (20)
LANDAPPRAISALDATE		DATE
DEFAULTTAXDISTRICT		VARCHAR2 (10)
TOTALMILLLEVY		NUMBER (11, 6)
ACTUALVALUE		NUMBER (15, 2)
ADJACTUALVALUE		NUMBER (15, 2)
ASSESSEDVALUE		NUMBER (15, 2)
ADJASSESSEDVALUE		NUMBER (15, 2)

LASTDOCDATE	DATE
LASTSALEDATE	DATE
LEGALCHANGEDATE	DATE
DATECREATED	DATE
DATEDELETED	DATE
DATECHANGED	DATE
LOT	VARCHAR2 (20)
BLOCK	VARCHAR2 (20)
BUSINESSCODE	VARCHAR2 (10)
BUSINESSTYPEDESCRIPTION	VARCHAR2 (50)
COMPANYNO	VARCHAR2 (20)
APPRAISALTYPE	VARCHAR2 (30)
LOCALNO	VARCHAR2 (30)
ZONINGCODE	VARCHAR2 (50)
TIFFLAG	NUMBER (1)
APPROACHTYPE	VARCHAR2 (15)
APPEALTYPE	VARCHAR2 (30)
APPEALDECISION	VARCHAR2 (30)
DATEINITIATED	VARCHAR2 (10)
LEGAL	CLOB
BUILDDATEID	NOT NULL VARCHAR2 (10)
LEA	VARCHAR2 (30)
LEADESCRIPTION	VARCHAR2 (50)
STATUSDESCRIPTION	VARCHAR2 (15)
LASTUPDATETIMESTAMP	NOT NULL DATE
PRIMARYUSECODE	VARCHAR2 (10)
PRIMARYUSEDESCRIPTION	VARCHAR2 (500)
LANDNETSF	NUMBER (20, 6)
CENSUSTRACT	NUMBER (6, 2)
CENSUSBLOCK	NUMBER (6, 2)
SHORTLEGALDESCRIPTION	VARCHAR2 (255)
ACCTON0	NUMBER (20, 6)
ACCTON1	NUMBER (20, 6)
ACCTON2	NUMBER (20, 6)
ACCTOD0	DATE
ACCTOD1	DATE
ACCTOM0	VARCHAR2 (50)
ACCTOM1	VARCHAR2 (50)
ACCTOT0	VARCHAR2 (50)
ACCTOT1	VARCHAR2 (50)

TABLE IMPROVEMENT:

Name	Null?	Type
ACCOUNTNO	NOT NULL	VARCHAR2 (30)
IMPNO	NOT NULL	NUMBER (7, 2)
JURISDICTION	NOT NULL	VARCHAR2 (20)
PROPERTYTYPE		VARCHAR2 (15)
NBHDCODE		VARCHAR2 (10)
OWNEROCCUPIEDFLAG	NOT NULL	NUMBER (1)
OCCCODE		NUMBER (15)
OCCDESCRIPTION		VARCHAR2 (50)
BLTASCODE		NUMBER (15)
BLTASDESCRIPTION		VARCHAR2 (50)
SF		NUMBER (15)
CONDOIMPSF		NUMBER (15)
BASEMENTSF		NUMBER (15, 4)
IMPPERIMETER		NUMBER (15)
IMPCOMPLETEDPCT		NUMBER (15, 4)
IMPCONDITIONTYPE		VARCHAR2 (40)
IMPQUALITY		VARCHAR2 (15)
HVACTYPE		VARCHAR2 (30)
IMPEXTERIOR		VARCHAR2 (50)
IMPINTERIOR		VARCHAR2 (30)
IMPUNITTYPE		VARCHAR2 (30)
BLTASSTORIES		NUMBER (15, 2)
SPRINKLERSF		NUMBER (15)
ROOFTYPE		VARCHAR2 (30)
ROOFCOVER		VARCHAR2 (30)
FLOORCOVER		VARCHAR2 (30)
BLTASFOUNDATION		VARCHAR2 (30)
ROOMCOUNT		NUMBER (7)
BEDROOMCOUNT		NUMBER (7, 2)

BATHCOUNT	NUMBER (7, 2)
BLTASTOTALUNITCOUNT	NUMBER (15)
CLASSCODE	VARCHAR2 (10)
CLASSDESCRIPTION	VARCHAR2 (40)
BLTASYEARBUILT	NUMBER (4)
YEARREMODELED	NUMBER (4)
REMODELEDPERCENT	NUMBER (15, 4)
ADJUSTEDYEARBUILT	NUMBER (4)
AGE	NUMBER (5)
MHTITLENO	VARCHAR2 (30)
MHSERIALNO	VARCHAR2 (30)
MHLENGTH	NUMBER (15)
MHWIDTH	NUMBER (15)
MHCODE	VARCHAR2 (10)
APPRAISER	VARCHAR2 (20)
APPRAISALDATE	DATE
IMPACTUALVALUE	NUMBER (15, 2)
NEWCONSTRUCTIONVALUE	NUMBER (15, 2)
PERMITVALUECHANGE	NUMBER (15, 2)
OCCPERCENT	NUMBER (15, 4)
OCCABSTRACT	VARCHAR2 (10)
NETSF	NUMBER (15)
BUILDDATEID	NOT NULL VARCHAR2 (10)
LASTUPDATETIMESTAMP	NOT NULL DATE
MHMODELNAME	VARCHAR2 (30)
MHTOTALLENGTH	NUMBER (15)
MHDECALNO	VARCHAR2 (30)
MHTAGNO	VARCHAR2 (30)
PARCELNO	VARCHAR2 (30)
NBHDEXTENSION	VARCHAR2 (10)
TOTALUNFINISHEDSF	NUMBER (15)
TOTALFINISHEDSF	NUMBER (15)
COSTRCN	NUMBER (15, 2)
COSTRCNLD	NUMBER (15, 2)
IMPSVALUEO0	VARCHAR2 (50)
IMPSVALUEO1	VARCHAR2 (50)
IMPSVALUEO2	VARCHAR2 (50)
IMPSVALUEO3	VARCHAR2 (50)
IMPSVALUEO4	DATE
IMPSVALUEO5	DATE
IMPSVALUEO6	NUMBER (20, 6)
IMPSVALUEO7	NUMBER (20, 6)
IMPSVALUEO8	NUMBER (20, 6)

TABLE LANDABSTRACT:

Name	Null?	Type
ACCOUNTNO	NOT NULL	VARCHAR2 (30)
ABSTRACTCODE	NOT NULL	VARCHAR2 (10)
DETAILID	NOT NULL	NUMBER (15)
LANDTYPE		VARCHAR2 (15)
LANDACRES		NUMBER (20, 6)
LANDSF		NUMBER (20, 6)
LANDFF		NUMBER (20, 6)
LANDUNITCOUNT		NUMBER (20, 6)
LANDVALUEPER		NUMBER (15, 2)
LANDVALUE		NUMBER (15, 2)
LANDOVERRIDEFLAG		NUMBER (1)
LANDOVERRIDETOTAL		NUMBER (15, 2)
LANDACTUALTOTAL		NUMBER (15, 2)
LANDCLASS		VARCHAR2 (10)
LANDSUBCLASS		VARCHAR2 (10)
LANDVALUEBY		VARCHAR2 (20)
LANDVALUEMEASURE		VARCHAR2 (20)
ABSTRACTINDATE		DATE
ABSTRACTOUTDATE		DATE
PRORATETYPE		VARCHAR2 (10)
LANDACTIVEFLAG		NUMBER (1)
ABSTRACTADJCODE		VARCHAR2 (5)
LANDVALUEPERADJFACTOR		NUMBER (15, 6)
ATTRIBUTEADJFLAG		NUMBER (1)
LANDADJSIZE		NUMBER (20, 6)
LANDOVERRIDEADJSIZE		NUMBER (20, 6)

LANDOVERRIDEVALUEPER		NUMBER (15, 2)
TAXDISTRICT		VARCHAR2 (10)
BUILDDATEID	NOT NULL	VARCHAR2 (10)
LASTUPDATETIMESTAMP	NOT NULL	DATE
PARCELNO		VARCHAR2 (30)
JURISDICTION	NOT NULL	VARCHAR2 (20)
LEA		VARCHAR2 (30)
LEADESCRIPTION		VARCHAR2 (50)

TABLE IMPROVEMENTBLTAS:

Name	Null?	Type
ACCOUNTNO	NOT NULL	VARCHAR2 (30)
IMPNO	NOT NULL	NUMBER (7, 2)
BLTASCODE	NOT NULL	NUMBER (15)
DETAILID	NOT NULL	NUMBER (15)
JURISDICTION	NOT NULL	VARCHAR2 (20)
BLTASDESCRIPTION		VARCHAR2 (50)
BLTASSF		NUMBER (15)
STORIES		NUMBER (15, 2)
CLASSCODE		VARCHAR2 (10)
MHCODE		VARCHAR2 (10)
MHSKIRT		VARCHAR2 (30)
MHSKIRTLINEARFEET		NUMBER (15)
BLTASWIDTH		NUMBER (15)
BLTASLENGTH		NUMBER (15)
BLTASHEIGHT		NUMBER (15)
STORYHEIGHT		NUMBER (15)
DIAMETER		NUMBER (15)
CAPACITY		NUMBER (15)
HORSEPOWER		NUMBER (15)
BUILDDATEID	NOT NULL	VARCHAR2 (10)
LASTUPDATETIMESTAMP	NOT NULL	DATE
MHTAGLENGTH		NUMBER (15)
MHTAGWIDTH		NUMBER (15)
PARCELNO		VARCHAR2 (30)

TABLE LANDATTRIBUTE:

Name	Null?	Type
ACCOUNTNO	NOT NULL	VARCHAR2 (30)
DETAILID	NOT NULL	NUMBER (15)
JURISDICTION	NOT NULL	VARCHAR2 (20)
ATTRIBUTE TYPE	NOT NULL	VARCHAR2 (30)
ATTRIBUTE SUBTYPE	NOT NULL	VARCHAR2 (50)
ATTRIBUTE ADJUSTMENT		NUMBER (15, 6)
BUILDDATEID	NOT NULL	VARCHAR2 (10)
LASTUPDATETIMESTAMP	NOT NULL	DATE
PARCELNO		VARCHAR2 (30)

## Exhibit C

# WRITTEN CLAIM OF BUSINESS CONFIDENTIALITY AND STATEMENT OF REASONS IN SUPPORT

URE hereby submits its written claim of business confidentiality under the Utah Government Records Access and Management Act (63G-1-101 et seq.) (“GRAMA”) for the records to be provided by URE under the Content Licensing Agreement (the “Agreement”) between URE and Assessor, defined as the “MLS Content” therein.

In support of its claim of business confidentiality, URE states the following:

1. The MLS Content should be classified as a “protected” record under Subsection 63G-2-305(1) of the Act because it satisfies the definition of “trade secret” as set forth in Subsection 13-24-2(4). The MLS Content is comprised of information, including a formula, pattern compilation, program, device, method, technique, or process, and:
  - a. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. The MLS Content is obtained by URE through its agreements, subscriptions and other business arrangements with real estate entities and professionals. URE compiles the MLS Content and derives valuable economic information and trends, which provide a competitive advantage to those entities and individuals to whom the information is disclosed.
  - b. the efforts required of the Assessor to maintain the secrecy of the MLS Content under the Agreement are reasonable under the circumstances. Assessor, as a governmental entity, deals with maintaining the confidentiality of “protected” records in its regular course of operations and the burden of maintaining the confidentiality of the MLS Content is reasonable compared with the value of the information contained therein.
2. The MLS Content should be classified as a “protected” record under Subsection 63G-2-305(2) of the Act because it satisfies the definitional requirements of “commercial information” or “nonindividual financial information” as set forth therein, as follows:
  - a. disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future. If the Assessor does not classify the MLS Content as “protected,” URE will not enter into the Agreement and the Assessor will not otherwise have access to the economically valuable information provided thereby. Additionally, it would be manifestly unfair to cause competitive injury to URE by making public the MLS Content, which has been obtained by URE at its own cost and expense;
  - b. the person submitting the information has a greater interest in prohibiting access than the public in obtaining access. URE has a substantial economic interest in protecting

access to the MLS Content, in which it has financially invested and upon which it has built a successful business model. There is no policy or other reason for the public to have access to the MLS Content; and

- c. the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309. The required information is set forth in this Exhibit D.