

DABR CONFIDENTIALITY AGREEMENT RETS Server Access (Broker/Agent)

This Agreement is made and entered into as of _____, by and between the Dayton Area Board
(Date)
of REALTORS® ("DABR"), and _____ (the "MLS Participant"
(Principal Broker's Name) (Print Clearly)
who requests direct access to the DABR RETS Server and/or who consents to allow the named MLS Subscriber of his
firm to have direct access to the DABR RETS Server), _____ (the "MLS
(Agent's Name) (Print Clearly)
Subscriber", if any, who requests direct access to the DABR RETS Server subject to the MLS Participant's consent and
control), and _____ (the "Consultant", if any, who will assist the MLS
(Vendor's Name) (Print Clearly)
Participant or MLS Subscriber in accessing the DABR RETS Server subject to the MLS Participant's and MLS
Subscriber's consent and control.)

The MLS Participant desires to directly access the DABR RETS Server to retrieve MLS listings for the purpose outlined
below (please describe function/purpose of software):

Solely for the purpose of assisting MLS Participant and/or MLS Subscriber in this effort, the Consultant will be issued a
Login ID and Password for direct access to the DABR RETS Server.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and
valuable consideration, DABR, the MLS Participant, the MLS Subscriber, and the Consultant agree as follows:

1. Access

Direct access to the DABR RETS Server will be made available to the MLS Participant, MLS Subscriber, and/or
Consultant pursuant to this Agreement only to the extent such may be necessary to retrieve MLS Listings for the purpose
described above accordance with the DABR MLS Rules and Regulations.

2. Specific Use

The MLS Participant, the MLS Subscriber, and the Consultant shall not use information from the DABR RETS Server for
their benefit, business purpose, or purposes other than as specifically allowed by this Agreement and in accordance with
the DABR MLS Rules and Regulations. Consultant may display DABR IDX data only on the MLS Participant's and/or MLS
Subscriber's public website and/or the MLS Participant's intranet site. DABR IDX data may not be directly displayed as a
result of any search function for active listing data on the Consultant's site, or any other site under Consultant's control.
Consultant may not share, re-transmit, allow searching of or framing DABR IDX data with any other site.

3. Ownership

The DABR RETS Server information shall be and remain the sole, absolute and exclusive property of DABR.

4. MLS Participant's Obligations

MLS Participant shall comply with the Rules at all times. MLS Participant acknowledges DABR's ownership of the
copyrights in the MLS Listing Data. MLS Participant shall comply with the requirements relating to Confidential Information
set forth below. In the event that MLS Participant desires to make the MLS Listing Data or the Confidential Information
available to any third party, MLS Participant agrees to require such third party to execute this Agreement and become a
Consultant. If DABR notifies MLS Participant of a breach of the Rules or this Agreement and MLS Participant does not
immediately cure such breach, MLS Participant agrees that DABR may seek cure from the Consultants, or any one of
them. MLS Participant shall notify DABR within five (5) business days of any change to the information provided by MLS
Participant for purposes of this Agreement.

5. Consultant's Obligations

If DABR notifies MLS Participant of a breach of the Rules or this Agreement and MLS Participant does not immediately
cure such breach, DABR may contact Consultant to cure any such breach that is within Consultant's control. Consultant
agrees to cooperate with DABR and act immediately upon notification by DABR of an uncured breach by MLS Participant.
Each Consultant acknowledges DABR's ownership of the copyrights in the MLS Listing Data. Each Consultant shall
comply with the requirements relating to Confidential Information set forth below. Each Consultant shall notify DABR
within five (5) business days of any change to the information to the information provided by MLS Participant for purposes
of this Agreement.

6. "Confidential Information" is information or material proprietary to DABR or designated "confidential" by DABR and not generally known to the public, that MLS Participant or Consultants or any one of them (the "Receiving Party") may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):

- a. all MLS Listing Data, except to the extent this Agreement and the Rules permit its disclosure;
- b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
- c. software, source code, object code, diagrams, flow charts;
- d. techniques, procedures;
- e. IP addresses, access codes and passwords; and
- f. any information that DABR obtains from any third party that DABR treats as proprietary or designates as Confidential Information, whether or not owned or developed by DABR.

7. Title. The Receiving Party acknowledges that title to the Confidential Information remains at all times with DABR or with the third parties in whom title existed prior to this Agreement or prior to disclosure by DABR.

8. Restrictions on Use – Scope of Use. The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

9. Restrictions on Use – Unauthorized Uses. The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of DABR to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product, except as provided for in this Agreement.

10. Restrictions on Use – No Third Party Access. Only the Receiving Party's own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from DABR. If DABR grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.

11. Termination and Return of Materials. Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by DABR, the Receiving Party will return to DABR all Confidential Information and all other materials provided by DABR to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of DABR, an officer of the Receiving Party will certify in writing that all materials have been returned to DABR and all magnetic or computer data have been destroyed.

12. Term

The term of this Agreement begins on the Date set forth in this Agreement. DABR has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:

- a. DABR's notice to MLS Participant that this Agreement is terminated.
- b. MLS Participant notice to DABR that it no longer intends to access the DABR RETS Server.
- c. Termination of MLS Participant's privileges as a MLS Participant by DABR.

13. Survival of Obligations. The obligations of MLS Participant set forth under Section 4 above and the obligations of Consultants under Section 5 above shall survive the termination or expiration of this Agreement.

14. DABR's Remedies. Because of the unique nature of the MLS Listing Data and Confidential Information, MLS Participant and Consultants acknowledge that DABR would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement, and that monetary damages would be inadequate to compensate DABR for a breach. DABR is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by MLS Participant or Consultants or any one of them, without showing or proving any actual damages sustained by DABR.

15. Attorney's fees. If DABR prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay DABR's reasonable attorney's fees and costs for such legal action.

16. Limitation of Liability. DABR shall not be liable for any incidental or consequential damages under any circumstances, even if DABR has been advised of the possibility of such damages. DABR shall have no liability for inaccuracies in the MLS Listing Data.

17. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.

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

19. **No Assignment.** Neither MLS Participant nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of DABR.

20. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.

21. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Website Address: http://_____ (Complete URL Required) (Print Clearly)

MLS Participant's Firm: _____ (Print Clearly)

MLS Participant: _____ (Print Clearly) MLS Participant: _____ (Principal Broker Signature)

MLS Subscriber: _____ (Print Clearly) MLS Subscriber: _____ (Agent Signature)

Consultant Name: _____ (Print Clearly) Consultant Name: _____ (Vendor Signature)

Consultant Company Name: _____ (Print Clearly)

Consultant Company Address: _____ (Print Clearly)

Consultant Company Phone : _____ (Print Clearly)

Consultant Company E-mail: _____ (Print Clearly)

Consultant Company Web Address: _____ (Print Clearly)