



AGREEMENT FOR LIMITED ACCESS TO DATA

This Agreement for Limited Access to Data ("this Agreement") is made and entered into on this ____ day of _____, 20____, by and between the Memphis Area Association of REALTORS®, Inc. ("MAAR"), a Tennessee corporation whose principal office is located at 6393 Poplar Avenue, Memphis, Tennessee 38119, and _____ ("COMPANY"), a _____ whose principal office is located at _____.

WHEREAS, MAAR operates an online computerized real estate multiple listing service which provides multiple listing data and other information ("DATABASE") to its participants, subscribers, and other authorized parties; and

WHEREAS, COMPANY desires to access DATABASE for the limited purposes set out herein, recognizing that DATABASE is copyrighted material belonging exclusively to MAAR; and

WHEREAS, MAAR as an accommodation to COMPANY is willing to allow this access only upon the terms and conditions set out herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License. MAAR hereby grants to COMPANY a nonexclusive, revocable license to access, retrieve, and use the copyrighted data of MAAR including intellectual property components of DATABASE, for the limited purpose of retrieving a subset of property listing records ("the REQUESTED RECORDS") from DATABASE as described in the document titled "MLS Request" attached hereto as Exhibit B. COMPANY may use the Requested Records for the limited purpose of developing training courses for Neighborhood Preservation, Inc. during the Term. No other access or use is permitted under this license or otherwise, unless such access or use has been agreed to in writing in advance by MAAR.

2. Term the term of this license ("TERM") shall be at the will of MAAR, but in no event for a period in excess of one year from the date of this Agreement. However, COMPANY's obligations to safeguard DATABASE, including but not limited to COMPANY's obligations under sections 4, 5, 6, 7, 9, 15, and 16 of this Agreement shall survive the expiration or termination of this Agreement.

3. Revocation. This license and the right to access DATABASE shall be revocable at will by MAAR during TERM with five days prior written notice to COMPANY.

4. Title.

- a) Title to the DATABASE and all applicable rights in and to patents, copyrights, and trademarks shall remain with MAAR, and COMPANY shall take appropriate action to maintain confidentiality by instruction and agreements with its employees, agents, directors, officers, and members who have access to DATABASE. COMPANY shall require all persons who have such access to sign, in advance of obtaining such access, the

Confidentiality Agreement attached hereto as exhibit A, and within seven (7) days of execution thereof shall furnish a copy to MAAR. Nothing herein shall be construed to grant any ownership in the property data compilation or any aspect of DATABASE to COMPANY.

- b) COMPANY is expressly prohibited from remarketing, commercializing, and/or disseminating DATABASE or any portion thereof to any party unless authorized in writing in advance by MAAR.
- c) Upon expiration or termination of this license, COMPANY shall immediately destroy any partial or complete copies (written, electronic, or otherwise) of DATABASE and destroy or return to MAAR, all documentation (written, electronic, or otherwise) of or concerning DATABASE or MAAR's operations.

5. Source Code. No one shall have the right to use or have access to the source code for MAAR software, nor shall anyone alter, modify, change, translate, reverse engineer, decompile, disassemble, or prepare derivative works based on such software or any component or any other aspect of DATABASE.

6. Access.

- a) All access to DATABASE shall be password protected and the identity of each individual of COMPANY with access shall be maintained by COMPANY and promptly provided to MAAR.
- b) All access shall be via connection services as designated by MAAR.
- c) COMPANY shall not knowingly permit any access to DATABASE through its connection or otherwise by any person who is not an employee or independent contractor of COMPANY and who has not signed a Confidentiality Agreement in the form attached hereto as Exhibit A.
- d) Company shall Establish and maintain firewalls, filters, and such additional and/or complimentary security systems in place as may be necessary in order to provide reasonable assurance that the data is secure, and the connections may not be used to access DATABASE except with permission of MAAR.

7. Company Protection of Data. COMPANY shall use all reasonable efforts to protect the integrity and confidentiality of DATABASE, all at its own cost and expense. Upon request of MAAR, COMPANY shall furnish to MAAR detailed descriptions of COMPANY's policies and procedures for the protection of DATABASE and shall promptly advise MAAR of any changes to such policies and procedures and of any violations thereof that result, or are likely to result, in a breach of this Agreement.

8. Costs. All costs for access and use of DATABASE shall be the sole responsibility of COMPANY, it being the intent of the parties that MAAR shall suffer no expense as a result of the granting of this license or exercise thereof.

9. Indemnification. COMPANY hereby agrees to indemnify, defend, and hold harmless MAAR and its respective officers, directors, shareholders, employees, agents, and representatives from and against any and all claims, demands, losses, liabilities, judgements, damages, costs, and expenses of every kind and nature whatsoever, including reasonable attorney's fees, arising out of or relating to (a) COMPANY's (or any of its directors', officers', employees', agents', or representatives') use or misuse of

any aspect of DATABASE; (b) a material default by COMPANY under the terms of this Agreement or any other agreement to which it is a party relating to DATABASE; or (c) any act or omission by COMPANY in performing any function rendered or to be rendered by COMPANY pursuant to or in connection with this Agreement or the demonstration of its product(s). This indemnification provision shall survive the expiration or termination of this Agreement.

10. Limitation of Liability. In no event shall MAAR be liable to COMPANY for any loss of business, special, incidental, or consequential damages, however caused, whether for breach of warranty, contract, or tort (including negligence, strict liability, or otherwise) arising out of this Agreement or the quality, condition, or use of DATABASE or any right or product licensed, authorized, or assigned in connection therewith.

11. Attorney Fees. In the event of a default under this Agreement, the prevailing party shall be entitled, in addition to all other remedies, to recover its reasonable attorneys' fees.

12. Notices. Any Notice required or permitted to be given hereunder shall be: (a) hand-delivered, or (b) sent by certified mail, return receipt requested, postage prepaid, to the respective addresses set forth below:

To MAAR:

Memphis Area Association of REALTORS®
Attention: Melanie Blakeney, Executive Vice-President
6393 Poplar Avenue
Memphis, TN 38119

To COMPANY:

13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Tennessee. Jurisdiction and venue for any action relating to this Agreement shall lie exclusively in Shelby County, Tennessee.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that COMPANY may not transfer or assign this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, firm, or corporation without the advance written consent of MAAR.

15. Independent Contractors. The signatories to this agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture, or similar arrangement between or among the signatories, and no signatory has any authority

to commit any other signatory to any obligation to any other person or entity, unless expressly agreed to in writing signed by the signatory purportedly being obligated.

16. Confidentiality and Nondisclosure. COMPANY acknowledges that it will be exposed to confidential and proprietary information of MAAR relating to its affairs, business information, or other information designated as confidential. COMPANY agrees that it shall not disclose nor permit any of its agents or employees to disclose, any of the information contained in DATABASE or otherwise reveal any aspect of DATABASE or other proprietary information, software, or intellectual property of MAAR to any unauthorized third party without first obtaining the written consent of MAAR.

17. Breach and Remedies. In the event of a breach or threatened breach of any of the provisions of this Agreement, COMPANY acknowledges and agrees that MAAR will not have an adequate remedy at law and shall therefore be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief without the necessity of proving damages, posting any bond or other security, and without prejudice to or diminution of any other rights or remedies which may be available at law or in equity. In addition, MAAR may exercise any and all other remedies available to it as a result of the breach of this Agreement by COMPANY. The waiver of any provision of this Agreement shall not prohibit any subsequent enforcement of that provision.

18. Captions. The captions or titles to sections of this Agreement are for convenience only and shall not affect the meaning thereof.

19. Entire Agreement. This writing constitutes the entire agreement of the parties and may be modified or changed only with a writing signed by the parties.

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

IN WITNESS WHEREOF, the authorized representatives of the parties have executed and delivered this Agreement as of the date first above-written.

MAAR:

MEMPHIS AREA ASSOCIATION OF REALTORS[®], INC.

By: _____
(Signature)

Print Name: _____

Title: _____

COMPANY:

(Name of Company)

By: _____
(Signature)

Print Name: _____

Title: _____