



**ON LINE SUBSCRIBER ACCESS/EQUIPMENT  
LEASE/SOFTWARE LICENSE AGREEMENT**

This agreement is made as of \_\_\_\_\_ by and between the subscriber and DBAAOR (Daytona Beach Area Association of REALTORS®) for the provision of computer on-line access pursuant to a Master Agreement between the Offutt Systems, Inc. (OSI) and the DBAAOR (Daytona Beach Area Association of REALTORS®).

**ON LINE SERVICE**

**Levels of Service:** OSI provides on-line Multiple Listing Service that allows unlimited access to InnoVia and Tax Roll Programs and toll free customer service support. It is understood that all on-line access is specific to Association/InnoVia Agreement and/or rules and regulations.

**DESCRIPTION:** InnoVia:                      **Access Level:**                      **Broker**\_\_\_\_\_                      **Agent**\_\_\_\_\_                      **Super Agent**\_\_\_\_\_

**PURCHASED PRODUCTS:**                      **Service Initiation Fee: \$100.00**

- InnoVia Access and Personal InnoVia Software Password Required:** In order to access the OSI InnoVia System, each subscriber must have system access equipment that meets the criteria listed below.
- Personal InnoVia Software (optional after purchase of InnoVia):** This software provides a distributed database where MLS information can be downloaded to Subscriber's computer.

**TERMS AND CONDITIONS:** This Agreement is subject to the terms and conditions as stated below: \_\_\_\_\_  
Initials

**SUBSCRIBER'S RIGHTS:** OSI grants the Subscriber the right to use the InnoVia Software products on a single computer at a single location. These products are copyrighted and all rights reserved by OSI.

**EQUIPMENT CRITERIA**

**InnoVia:**

To efficiently operate, the following configuration is the minimum needed on your PC:

Pentium Class PC	200 MHz+ (search, retrieve, create reports)
RAM	64MB+
Operating System	Windows 98/ Windows NT 4.0+/WIN ME/WIN 2000/ WIN XP
Internet Access	<b>Any</b> Internet Service Provider (ISP) Broadband
Browser	Microsoft Internet Explorer 6.0 or newer

**Personal InnoVia:**

Technical requirements:

	<u>Minimum</u>	<u>Recommended</u>
Pentium Class	200MHz	Faster is better
RAM	64MB	More is better
Hard Disk Space	200MB (program only)	200 MB (depending on data stored)
CD-ROM	Required	Faster is better
Internet Service Access	28.8Kbps	Broadband

**SERVICE:** The InnoVia will be available for access by users at all times, twenty-four (24) hours a day, seven (7) days a week, with the exception of the periodically scheduled preventative maintenance, unless otherwise specified in the Master Agreement. Preventative maintenance shall be performed during such scheduled times as the innoVia System has the lowest volume of activity through access by its users. If InnoVia is aware or becomes aware, in advance, of any interruption of InnoVia System services due to preventative maintenance or other factors, it shall provide a broadcast notice to the Association/Subscribers.

**USE OF InnoVia SYSTEM AND DATABASE:** This Agreement only authorizes this subscriber to access the MLS and tax roll database for their use in listing, searching and retrieving the data contained therein. Any other use, reuse, or resale of this data is prohibited.

**The following is your UserID and Password to access the Daytona Beach Area InnoVia system. Each time you visit the web address, www.dabmls.com you will see a screen that prompts you for this logon information.**

**The saved Searches you create, Contact information you enter, default settings you Personalize, and flash events you set up will only be visible when logging on with this UserID and Password.**

**USERID:** \_\_\_\_\_ **PASSWORD:** \_\_\_\_\_

**PAYMENT:** An invoice, including applicable sales taxes, for which the subscriber is responsible, will be rendered to the Subscriber in advance of the month during which services will be provided and will be payable within fifteen (15) days. Any unpaid balances will be subject to a late fee. Reinstatement for suspension of services, non-payment or transfer of service will be charged an administration fee of \$35.00 payable to Daytona Beach Area Association of REALTORS®, Inc. (DBAAOR, Inc.).

**TERMINATION:** Should Subscriber be in default for non-payment or any breach of terms listed, DBAAOR, at its option, shall terminate this Agreement. Subscribers liability due to non-payment or breach will include damages incurred by DBAAOR due to Subscriber's breach of this Agreement including all legal fees and be payable to DBAAOR, Inc. If Subscriber should terminate this agreement and wish to reactivate service at a later date, a new initiation fee will be charged.

**FORCE MAJEURE:** OSI/DBAAOR or the Subscriber shall not be liable for any failure or delay in performance under this agreement which arises from occurrences or contingencies including, but not limited to, strikes, lockouts, riots, epidemics, war, governmental regulations, fire, natural disaster, acts of God, communication line failure, power failure, utility interruption, commercial transport delays, withholding tax roll data by local governments, malfunctions or inadequacies of equipment not under its control, failure to secure materials or labor from usual supply, delays caused by any other circumstances beyond Daytona Beach Area Association of REALTORS®, Inc. (DBAAOR, Inc.), OSI or Subscriber's control which prevent them from performing in the normal and usual course of their business.

**ASSIGNMENT:** This Agreement contains the entire Agreement between the parties hereto. No modifications, alterations or amendments to this Agreement shall be valid or effective unless in writing and executed by the respective duly authorized officers, employees or agents of the parties.

**APPLICABLE LAW:** This Agreement shall be governed for all purposes by the laws of the State of Florida.

**TAXES:** The Association/InnoVia and Subscribers are responsible for all taxes assessed on the products provided under this Agreement including but not limited to state and local sales taxes, and personal property taxes.

**LIABILITY:** Daytona Beach Area Association of REALTORS® (DBAAOR, Inc.)/ OSI's liability of any breach is limited to the amount of the monthly access charge and software fees and in no event shall Daytona Beach Area Association of REALTORS®, Inc. (DBAAOR, Inc.)/ OSI be liable for any loss of profits, incidental or consequential damages.

**NOTICE:** Any notice required or communication of any kind required by this Agreement shall be in writing and delivered prepaid certified or registered mail to Daytona Beach Area Association of REALTORS®, Inc. (DBAAOR, Inc.) 1716 Ridgewood Avenue, Holy Hill, Florida 32117-1796.

\_\_\_\_\_  
Initials

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

BY: \_\_\_\_\_  
Subscriber

BY \_\_\_\_\_  
Printed Name Subscriber

\_\_\_\_\_  
Subscriber Number

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Direct Phone

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Personal Fax

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Web Page

BY \_\_\_\_\_  
Association Authorization

\_\_\_\_\_  
Date