



## NON-LICENSED SALES ASSISTANT AGREEMENT

This NON-LICENSED SALES ASSISTANT AGREEMENT (the “Agreement”) is made and entered into and is effective as of the date the last party executes this Agreement, is between MLSOK, Inc., an Oklahoma corporation having its principal offices at 3131 Northwest Expressway Oklahoma City, OK 73112 (hereinafter referred to as “MLSOK”), the undersigned sales assistant, an individual having its principal offices at the address as set forth on the last page hereof as may be changed from time to time (hereinafter referred to as “NLSA”), and the undersigned participant, an individual having its principal offices at the address as set forth on the last page hereof as may be changed from time to time (hereinafter referred to as “Participant”) is made with reference to the following facts and circumstances:

### 1. RECITALS.

1.1 MLSOK is a multiple listing service company as it is defined in its Rules and Regulations.

1.2 MLSOK collects, primarily from real estate professionals, certain information including, but not limited to all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, and pricing information about real properties and businesses in certain geographic regions of the State of Oklahoma and then aggregates and compiles this data into its proprietary database of MLS Content, as hereinafter defined, and displays, maintains and distributes the MLS Content principally for the benefit of those same real estate professionals.

1.3 NLSA is affiliated as an employee or independent contractor of Participant and NLSA is not licensed to practice real estate in the state of Oklahoma and its Participant desires that NLSA have access to the MLSOK System, MLSOK Services and MLS Content pursuant to this Agreement.

1.4 Participant is an individual who holds a current, valid real estate broker’s license in the State of Oklahoma, is an active member in good standing of MLSOK, and with whose office NLSA is employed or affiliated.

1.5 The parties desire to enter this Agreement which, in addition to the Rules and Compliance Guidelines, will govern the use of the MLS Content, the MLSOK System and the MLSOK Services by NLSA.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein and intending to be legally bound, each of parties agrees as follows:

### 2. DEFINITIONS

Capitalized terms in this Agreement shall have the meanings set forth opposite each, respectively, as follows:

2.1 “Access” means a right of entry to the MLSOK Services, MLS Content and MLSOK System.

2.2 “Compliance Guidelines” means the guidelines established and adopted by the Board of Directors of MLSOK, as may be amended from time to time, to guide MLSOK’s’ Members in their compliance with the Rules.

2.3 “Effective Date” means the date on which the last party executes this Agreement.

2.4 “Listing Content” means data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties offered for sale in certain counties throughout the State of Oklahoma and real properties in other geographic regions.

2.5 “Members” means, individually or collectively, Participants and Subscribers who hold current valid real estate licenses in the State of Oklahoma and are capable of offering and accepting compensation to and from

other Members or have the ability to receive referral fees and those who are registered and licensed by the appropriate state regulatory agency in the State of Oklahoma to engage in the appraisal of real property.

2.6 "MLS Content" means the aggregation and compilation of all Listing Content and changes thereto.

2.7 "MLS Login ID" means the unique alphanumeric code and/or password used solely by NLSA to access and use the MLS Content, the MLSOK System and the MLSOK Services.

2.8 "MLSOK Services" means the display, maintenance, and distribution of MLS Content principally to MLSOK Participants and Subscribers together with other products and services which facilitate the business of Participants and Subscribers.

2.9 "MLSOK System" means its computers, technology, software and hardware systems that support the technology and the MLSOK Services.

2.10 "Monitor" means a method by which MLSOK tracks the Seeded MLS Content used by NLSA to ensure compliance with the spirit and letter of this Agreement.

2.11 "Rules" means the Rules and Regulations of MLSOK which may be amended by MLSOK from time to time.

2.12 "Seed" means a method by which MLSOK may code the Licensed Content such that its access, use and integration can be Monitored.

2.13 "Term" means the period during which the provisions, terms and conditions of this Agreement are in full force and effect.

### **3. GRANT OF ACCESS.**

Subject to the provisions, terms and conditions of this Agreement and the Rules and Compliance Guidelines, MLSOK hereby grants to NLSA during the Term a limited, non-exclusive, non-transferable license to Access the MLSOK System, the MLSOK Services and the MLS Content for the purpose of adding, editing, reviewing, researching and retrieving the MLS Content on behalf of Participant.

### **4. METHOD OF ACCESS TO MLSOK.**

NLSA shall access the MLSOK System, MLS Content, and the MLSOK Services through various types of electronic communications furnished to NLSA by MLSOK and/or third-party vendors, upon the terms and conditions required by MLSOK and the third-party vendor.

### **5. CONDITIONS, PROHIBITIONS AND LIMITATIONS ON ACCESS.**

5.1 Compliance with Rules and Notification of Changes. NLSA understands and acknowledges that the Rules and Compliance Guidelines are available online and certifies it has read a copy of the documents and agrees to comply with the Rules and Compliance Guidelines as may be amended from time to time.

5.2 Use Prohibitions. NLSA agrees that it will not reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, license, rent, transmit, or in any manner commercially exploit or allow anyone else to reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, license, rent, transmit or in any manner commercially exploit the MLS Content or any portion thereof in any format to anyone for any purpose. Under no circumstances shall NLSA receive any form of compensation for the MLS Content or for unauthorized access to the MLS Content from any third party for any reason. NLSA acknowledges that the MLS Content is confidential, and its use is restricted to NLSA. NLSA understands and acknowledges it is strictly prohibited from using the MLS Content in any products and/or services, including any derivative products, and is only authorized to use the MLS Content in its capacity as Participant's assistant.

5.3 Certain Data Subject To Consent Withdrawal. NLSA acknowledges that certain portions of the MLS Content available through the MLSOK System are subject to the continued consent of supplying third

parties. If at any time any supplying third party's consent is withdrawn, all information supplied by such party shall be removed from the MLS Content.

5.4 Consumer Privacy and Information Security. NLSA agrees to comply with all applicable consumer privacy and information security laws. In the event of a breach of NLSA's computer network or computerized systems, containing MLS Content, by unauthorized persons or in the event of a loss of NLSA's laptop or drives which may contain personally identifiable information or MLS Content, NLSA agrees to notify MLSOK within twenty-four (24) hours of discovery of such event. NLSA agrees to use commercially reasonable security measures to protect the MLS Content.

## **6. FEES**

In consideration for NLSA's Access to and/or use of the MLS Content, the MLSOK System and the MLSOK Services, Participant understands and agrees it is required to pay the current fees on behalf of NLSA established by MLSOK and set forth in the MLSOK Schedule of Fees, incorporated herein by reference. MLSOK reserves the right to change its fees at any time. All fees are nonrefundable.

## **7. SET UP COSTS.**

NLSA is responsible for obtaining and maintaining in proper working order all personal computers, Internet connections, hardware, and computer software that may be necessary or useful for accessing and using the MLS Content, the MLSOK System and the MLSOK Services and for the proper use thereof.

## **8. PROPRIETARY RIGHTS.**

NLSA acknowledges that the MLS Content, the MLSOK System and the MLSOK Services are valuable commercial products, the development of which has involved the expenditure of substantial time and money that the MLS Content may include textual, statistical, financial, photographic, video and audio components which are proprietary information of MLSOK under copyright and have been furnished to NLSA in trust. All rights, title and interest in the MLS Content, the MLSOK System and the MLSOK Services, including the ownership of the copyright therein, shall at all times remain vested in MLSOK. Except for the rights granted NLSA herein, NLSA agrees and understands that MLSOK shall remain the exclusive owner of all rights, title, and interest in the MLS Content, the MLSOK System and the MLSOK Services licensed hereunder and all copyrights and renewals thereof, heretofore and hereafter secured therein. All publication, dissemination and other rights in and to the MLS Content, the MLSOK System, and the MLSOK Services licensed hereunder are reserved for MLSOK in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by MLSOK, its respective assignees or grantees at any time and from time to time without obligation or liability to NLSA.

## **9. LOGIN IDENTIFICATION.**

9.1 User ID. MLSOK shall provide NLSA an MLS Login ID to access and use the MLS Content, the MLSOK System, and the MLSOK Services as contemplated herein. The MLS Login ID shall be personal to NLSA and may not be used by any other person at any time for any purpose. The NLSA shall be responsible for the security and safe keeping of its MLS Login ID and shall be liable for any unauthorized use.

9.2 Secure Computing. MLSOK reserves the right to establish additional security measures and establish practices and procedures to safeguard the MLS Content, the MLSOK System, and the MLSOK Services, and NLSA agrees to abide by such security measures and procedures to safeguard the MLS Content, the MLSOK System, and the MLSOK Services.

9.3 Confidentiality. NLSA shall treat the MLS Login ID as private, confidential and personal and shall safeguard and maintain its confidentiality. Use by any other person or entity shall be considered as theft. NLSA shall be liable for any consequences that may result from unauthorized disclosure of NLSA's MLS Login ID, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for liquidated damages. Upon discovery that NLSA's MLS Login ID has been lost or stolen, NLSA shall immediately notify MLSOK. NLSA acknowledges that MLSOK may Seed the MLS Content and watermark digital photographs, virtual tours, videos, or other media and undertake Monitoring on a regular random basis

such that violations of the security of NLSA's MLS Login ID will be detected. This obligation to maintain confidentiality shall survive the termination of this Agreement.

## **10. MLSOK USE OF NLSA INFORMATION.**

MLSOK reserves the right to distribute to prospective members and other third parties certain non-confidential information concerning NLSA. In addition, MLSOK may collect and compile information regarding frequency of use of, or specific uses, of the MLS Content, the MLSOK System and the MLSOK Services by all users, including NLSA.

## **11. TERM AND TERMINATION.**

11.1 Term. The Term of this Agreement shall be one (1) year commencing upon the date NLSA executes this Agreement and shall automatically extend for additional one (1) year terms unless sooner terminated in accordance with Section 11.2 hereof, or upon cancellation by any party upon twenty-four (24) hours written notice to the other parties.

### 11.2 Termination.

11.2.1 This Agreement and the rights granted hereunder may be terminated by any party in the event that another party has not performed any material obligation or has otherwise breached any material term of this Agreement, and such breach remains uncured after ten (10) days written notice to the other parties; provided, however, that MLSOK may immediately terminate this Agreement and NLSA's access to the MLSOK Content, MLSOK System, and MLSOK Services upon discovering, in MLSOK's sole discretion, that NLSA has shared its MLS Login ID with any party. MLSOK may immediately terminate this Agreement in the event NLSA is no longer affiliated with Participant.

11.2.2 Promptly upon any termination of this Agreement, MLSOK shall deactivate NLSA's MLS Login ID, and NLSA shall have no further access to the MLSOK System, the MLS Content, or the MLSOK Services. NLSA and Participant acknowledge that MLSOK shall have no obligation to refund any fees or charges or any portion thereof paid to MLSOK prior to termination.

## **12. MLSOK SERVICE MARKS AND LOGOS.**

NLSA shall have the right, during the term of this Agreement, to use the MLSOK trade name, service marks, and logo for the MLSOK Services as available, solely for the purpose of providing services to Participant under the terms and conditions of this Agreement. NLSA understands and agrees it is not authorized to use or distribute the MLSOK trade name, service marks and/or logo for any other purpose. NLSA may re-publish any description of the MLSOK Services which has been published by MLSOK, provided the description is re-published on a verbatim basis, but shall not, under any circumstances, make any unauthorized representations or warranties regarding the MLSOK Services or any MLS Content.

## **13. WARRANTY DISCLAIMER.**

NLSA EXPRESSLY AGREES THAT THE MLSOK SERVICES, THE MLSOK SYSTEM AND THE MLS CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND THAT USE OF THE MLSOK SYSTEM, MLSOK SERVICES, AND THE MLS CONTENT ARE AT THE SOLE RISK OF NLSA. MLSOK DOES NOT WARRANT THAT THE MLSOK SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND MLSOK MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY MLS CONTENT AVAILABLE THROUGH THE MLSOK SYSTEM AND THE MLSOK SERVICES. MLSOK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MLSOK DOES NOT WARRANT THAT THE MLS CONTENT IS ERROR-FREE, NOR THAT IT WILL MEET NLSA'S REQUIREMENTS, NOR THAT ANY ELECTRONIC TRANSMISSION THEREOF WILL OPERATE IN AN ERROR-FREE MANNER.

## **14. LIMITATION OF LIABILITY.**

14.1 Limitations and Exclusions. Neither MLSOK nor any of its officers, directors, employees, shareholders, agents, or representatives shall be liable to NLSA or anyone else for any direct, indirect, incidental,

special, or consequential damages that result from the use of, or inability to use the MLS Content, the MLSOK System and/or the MLSOK Services, including but not limited to, reliance by any NLSA on the MLS Content or other information obtained through use of the MLSOK System or the MLSOK Services, or that result from mistakes, omissions, deletions or delays in transmission, interruptions in telecommunications or Internet connections to the MLSOK System and the MLSOK Services, viruses or failures of performance, whether caused in whole or in part by negligence, acts of god, telecommunications or Internet failure, theft or destruction of, or unauthorized access to the MLS Content, the MLSOK System and/or the MLSOK Services or related information, records or programs.

14.2 Maximum Aggregate Liability. In no event shall any liability of MLSOK, its officers, directors, employees, shareholders, agents, or representatives arising out of any claim related to this Agreement exceed the aggregate amount paid by NLSA or Participant hereunder for the twelve (12) months immediately preceding the event giving rise to such claim.

#### **15. LIQUIDATED DAMAGES.**

NLSA acknowledges that damages suffered by MLSOK from access to or use of the MLS Content, the MLSOK System, or the MLSOK Services by an unauthorized third party as a result of disclosure of NLSA's MLS Login ID would be speculative and difficult to quantify. Accordingly, as a material inducement to MLSOK to enter into this Agreement with NLSA, NLSA agrees that in the event that any disclosure of NLSA's MLS Login ID, results in access to or use of the MLS Content, the MLSOK System or the MLSOK Services by or for an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, NLSA shall be liable to MLSOK, at MLSOK's option, for liquidated damages in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00).

#### **16. NLSA AUTHORIZATION TO ENTER THIS AGREEMENT.**

NLSA represents and warrants it is affiliated with Participant and has full power and authority to enter into this Agreement. By signing below, Participant represents and warrants NLSA is affiliated with Participant and Participant is responsible for NLSA's actions and Access to the MLSOK System, MLSOK Services, and MLS Content. Participant understands and agrees it is responsible for overseeing NLSA's use of the MLS Content and may be liable in the event NLSA violates the terms of this Agreement or the Rules. Both NLSA and Participant understand they must immediately notify MLSOK in writing in the event NLSA is no longer employed by or affiliated with Participant.

#### **17. CONFLICTS OF INTEREST**

In the event NLSA is affiliated with more than one Member or performs services on behalf of more than one Member, NLSA shall be solely responsible for any necessary or required disclosures to the undersigned Participant including, but not limited to, disclosures for accepting an obligation inconsistent or incompatible with NLSA's duties or the scope of services rendered to the undersigned Participant. NLSA agrees to protect, defend, indemnify and hold harmless MLSOK and its officers, directors, employees, shareholders, agents, or representatives from any and all liability, damages, loss or expense, including reasonable fees of attorneys and other professionals, arising from any claim for any current or future conflict of interest involved in NLSA's employment by or affiliation with any Member(s).

#### **18. INDEMNIFICATION BY NLSA.**

NLSA shall protect, defend, indemnify, and hold harmless MLSOK and its officers, directors, employees, shareholders, agents, or representatives from any and all liability, damages, loss or expense, including reasonable fees of attorneys and other professionals, arising from any claim, demand, action or proceeding initiated by any third party against any of them based upon the negligent, intentional or illegal acts of NLSA, including but not limited to: (a) any unauthorized use of NLSA's access identification number, (b) any unauthorized use of the MLS Content, or (c) infringement of any proprietary or contract right of any third party as a result of the availability of the MLS Content through the MLSOK System and the MLSOK Services. NLSA shall assist MLSOK, at NLSA's expense, in the defense or settlement of any claim to which these indemnification obligations apply. These indemnification provisions shall survive the termination of the NLSA's access to the MLS Content, MLSOK Services, or MLSOK System and the termination of this NLSA Agreement.

**19. INJUNCTIVE REMEDIES.**

NLSA acknowledges and agrees that the MLSOK System, the MLSOK Services, and MLS Content are confidential and proprietary products and that in the event there is an unauthorized disclosure of such by NLSA, no remedy at law may be adequate. Therefore, NLSA agrees that in the event of such unauthorized disclosure or use of the MLSOK System, the MLSOK Services, or MLS Content, MLSOK may seek injunctive relief or other equitable remedies against NLSA in addition to all available remedies at law.

**20. LEGAL FEES AND COSTS.**

In the event MLSOK takes legal action against NLSA and MLSOK prevails in obtaining equitable relief or monetary damages, NLSA shall reimburse MLSOK for the reasonable attorneys' fees, costs and expenses it incurred in pursuing such legal action. If MLSOK incurs any costs, expenses, or fees, including attorney's fees and/or professional collection services fees, in enforcing any order or collecting any judgment in relation to this Agreement, NLSA agrees to reimburse MLSOK for all such costs, expenses and fees.

**21. MISCELLANEOUS.**

NLSA agrees and acknowledges that MLSOK may change the terms of this Agreement as the result of any amendments to the Rules or Compliance Guidelines. Any changes to this Agreement must be in writing signed by all parties. Waiver by MLSOK of any breach of any provision of this Agreement by Participant or NLSA shall not be construed as a waiver of any subsequent breach. Any notices required or permitted to be given hereunder shall be delivered personally or sent to each party at the addresses as set forth in this Agreement by certified mail, return receipt requested, or by other accountable means such as Federal Express or UPS or by confirmed facsimile. Notices shall be effective upon receipt. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. This Agreement may not be assigned by NLSA or Participant without the prior written consent of MLSOK. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

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**NON-LICENSED SALES ASSISTANT AGREEMENT**  
**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year set forth below.

**Non-Licensed Sales Assistant:**

\_\_\_\_\_  
Signature of Non-Licensed Sales Assistant

\_\_\_\_\_  
Print Name

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

**MLSOK.com, Inc.**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

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

**Participant Authorization:**

\_\_\_\_\_  
Name of Participant (please print)

\_\_\_\_\_  
Signature of Authorizing Participant

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Facsimile

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

\_\_\_\_\_  
MLSOK Login ID

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