



PARTICIPANT AGREEMENT

This Participant 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. (“MLSOK”), an Oklahoma corporation, having its principal offices at 3131 Northwest Expressway Oklahoma City, OK 73112 and the undersigned individual principal real estate broker and/or real estate brokerage firm, more fully described on the signature page hereof, having its principal offices at the address as set forth on the signature page hereof as may be changed from time to time (“Participant”), and 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 Participant provides real estate brokerage or real property appraisal services in the Oklahoma City region.

1.4 The parties desire to enter this Agreement which, in addition to the MLSOK Rules and MLSOK Compliance Guidelines will govern the use of the Listing Content, the MLS Content, the MLSOK System and the MLSOK Services by the Participant and its agents and licensees and those in its employ.

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises and covenants contained in this Agreement and intending to be legally bound, each party 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 “Application” means the MLSOK Participant Application, the written form submitted to MLSOK by Participant by which Participant applied to participate in the MLSOK Services.

2.3 “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 Participants and Subscribers in their compliance with the Rules and Regulations.

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

2.5 “IDX” and “Internet Data Exchange” both mean the terms created by the National Association of REALTORS® for the Broker Reciprocity program mandated in January of 2002, which program allows both agents and brokers to show each others' listings on other agents and brokers' IDX websites and mobile applications.

2.6 “Licensee(s)” means all licensed employees or independent contractors of a Participant as disclosed on the Oklahoma Real Estate Commission records who have not applied to participate in MLSOK Services.

2.7 “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.

2.8 “Login ID” means the unique username and/or password used by MLSOK Participants and Subscribers to Access the MLS Content, MLSOK Services, and MLSOK System.

2.9 “MLS Content” means the aggregation and compilation of all Listing Content and changes thereto.

2.10 “MLSOK Participant(s)” means individuals who hold current, valid real estate brokers’ licenses in the state of Oklahoma and offer or accept compensation to and from other Participants or are registered, licensed or certified by the Oklahoma Real Estate Commission to engage in the appraisal of real property, and who have applied to participate or are participating in the MLSOK Services.

2.11 “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.

2.12 “MLSOK System” means the computers, technology, software and hardware systems that support the technology and the MLSOK Services.

2.13 “Rules” means rules and regulations established and adopted by the Board of Directors of MLSOK, as may be amended from time to time, which regulate MLSOK Participants and Subscribers in their Access and/or use of the MLSOK System, MLSOK Services and MLS Content.

2.14 “Staff” means unlicensed employees or independent contractors who work for or with Participant.

2.15 “Subscriber(s)” mean all employees or independent contractors of a Participant who are real estate sales associates as that term is defined in Title 59, Section 858-102(4) of the Oklahoma Statutes or any recodification thereof and who hold valid real estate licenses issued by the state of Oklahoma and who have applied to participate or are participating in MLSOK Services.

2.16 “Term” means the period of time during which the provisions, terms and conditions of this Agreement are in full force and effect.

2.17 “Waiver Form” means the written form provided by MLSOK by which Participant identifies Licensees and/or Staff that are otherwise qualified to participate in MLSOK and requests a waiver of participation for such Licensees and/or Staff, incorporated into this Agreement by reference and attached as Exhibit A.

3. GRANT OF ACCESS.

Subject to the provisions, terms and conditions of this Agreement, the Application, and the Rules and Compliance Guidelines, MLSOK hereby grants to Participant during the Term a limited, non-exclusive, non-transferable revocable 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 and using the MLSOK System and the MLSOK Services to conduct the Participant’s real estate business.

4. METHOD OF ACCESS TO MLSOK.

Participant shall Access the MLSOK System, MLS Content, and the MLSOK Services through various types of electronic communications furnished to Participant by MLSOK and/or third-party vendors upon the terms and conditions

required by MLSOK and the third-party vendor. Participant understands and agrees that it must execute a separate agreement with MLSOK and Participant's website developer or Affiliated Virtual Office Website Partner (AVP) for authority to display MLS Content on the Internet.

5. SUBMISSION OF PARTICIPANT'S LISTING INFORMATION.

5.1 Grant of Rights to MLSOK. Participant, as the acquirer and provider of Listing Content relating to real estate properties for sale, including Participant's personal listing information, remarks, virtual tours, videos and photographs, hereby grants to MLSOK a non-exclusive, sublicensable, perpetual, worldwide, royalty-free license to use, display, publish, reproduce, and include in the copyrighted MLS Content all information entered by Participant into the MLSOK System and to reproduce, use, distribute, display, reproduce, create derivative works of, and grant Access to the MLS Content through the MLSOK System and MLSOK Services electronically and in such other form or in such other manner and to such third parties as MLSOK deems appropriate.

5.2 Submitted Information. Participant hereby warrants that it will have a valid listing agreement prior to submitting any Listing Content to MLSOK and warrants that buyers, sellers Participant's Licensees, Subscribers, photographers and all applicable third parties have assigned to Participant all right, title and interest including all copyright rights and other intellectual property rights in and to all Listing Content, including without limitation all virtual tours, photographs, videos, floor plans, remarks, or other information submitted to MLSOK through the MLSOK System. Participant represents and warrants that any Listing Content submitted to MLSOK by Participant does not violate any third-party rights, including without limitation any copyright and/or other intellectual property rights. Participant agrees Listing Content shall be submitted in the form and format and according to the procedures set forth in the Rules and in accordance with the Compliance Guidelines shall use reasonable care to ensure the accuracy and completeness of such submitted Listing Content and shall be responsible for correcting and updating all submitted information in accordance with the Rules and Compliance Guidelines.

5.3 Copyright. MLSOK may edit, manipulate and/or compile the Listing Content and tangible or intangible property items provided by the Participant without Participant's permission in accordance with the Rules and Compliance Guidelines. The Participant acknowledges that the manipulation or compilation being performed by MLSOK will result in a database containing various compilations of real estate data which are copyrightable material. By the act of submitting any Listing Content to MLSOK, the Participant hereby acknowledges its Listing Content will be compiled into a database of MLS Content which is copyrighted by MLSOK a. Participant consents to the use of its contributions in such copyrighted material, including the bringing of all actions and causes of action to protect such contributions, and warrants it will not challenge, interfere with or violate such copyright, and will not seek compensation therefor.

5.4 Internet Display And Other Third Party Use. MLSOK may use, or may arrange for third parties to use, the MLS Content in products and services including, but not limited to, reference materials, books, brochures, flyers, electronic transmissions, advertisements, Internet or other computer network displays, on-line data, computer programming, and software, regardless of the form, whether printed, electronic, digital, magnetic media, or otherwise. By the act of submitting any Listing Content to MLSOK, the Participant hereby provides to MLSOK a limited, non-exclusive license to allow Internet display and other third-party use of the Listing Content in the compilation of MLS Content and consents to such uses and warrants that it will not challenge, interfere with or violate such uses and warrants that it will not seek compensation therefor.

5.5 Enforcement. Participant hereby grants to MLSOK all rights necessary for MLSOK to protect and enforce all intellectual property rights and to prevent the misuse, infringement or misappropriation of the Listing Content licensed to MLSOK by Participant in this Section 5, including without limitation, the right to: (a) add watermarks, proprietary notices, or other means of identification to the Listing Content, (b) send demand letters to investigate and/or prosecute alleged infringers, (c) arbitrate or litigate potential claims of infringement or misappropriation, (d) collect applicable damages, and (e) any other actions reasonably necessary to protect MLSOK's rights in the MLS Content, MLSOK Services, and MLSOK System.

6. CONDITIONS, PROHIBITIONS AND LIMITATIONS ON ACCESS.

6.1 Access to MLSOK System. Participant shall be responsible for assuring that all of its Staff and Subscribers that have Access to the MLS Content, MLSOK Systems, and MLSOK Services have executed appropriate documentation as required by MLSOK. Licensees are not allowed Access to the MLSOK Services unless they become Subscribers. Participant shall be responsible and liable in the event of use and/or Access by Licensees and violations of this provision will subject Participant to heavy fines and penalties. If a Subscriber becomes delinquent in payment of any fees due to MLSOK hereunder, Participant shall pay said delinquent fees. Participant shall ensure that all Subscribers and Staff who use and/or Access the MLSOK System, the MLS Content and/or the MLSOK Services in any manner comply with the terms of this Agreement, the Rules, and Compliance Guidelines. Participant shall provide MLSOK with a current list of all its Subscribers, Licensees and Staff at the execution of this Agreement and shall notify MLSOK in a timely manner so that MLSOK is regularly informed of changes in Participant's Subscribers, Licensees and Staff. Participant shall assume full responsibility for the acts of its Subscribers and Staff who have Access to the MLS Content, the MLSOK System, and the MLSOK Services and the acts of its Licensees in all of Participant's offices as well as for any financial obligations for all Subscribers, Licensees and Staff which may arise by virtue of said acts by any of them.

6.2 Non-Member Licensees and Staff. Participant acknowledges and understands that its Licensees and other Staff not participating in MLSOK are prohibited from accessing or using the MLSOK System, MLS Content and/or MLSOK Service. Participant must submit a Waiver Form to MLSOK certifying that any of Participant's Licensees or Staff that do not participate in MLSOK will not access the MLS Content, MLSOK System, and/or MLSOK Service. Participant acknowledges the Waiver Form must be accompanied by evidence of a Licensee's participation in another MLS. It is Participant's sole responsibility to submit the Waiver Form to MLSOK annually and each time a Licensee joins Participant's office. PARTICIPANT ACKNOWLEDGES IT MAY BE RESPONSIBLE FOR FINES OR BACK PARTICIPATION FEES IN THE EVENT ANY LICENSEE OR NON-MEMBER STAFF ACCESS THE MLSOK SYSTEM, MLS CONTENT AND/OR THE MLSOK SERVICE, OR IN THE EVENT PARTICIPANT FAILS TO TIMELY SUBMIT THE WAIVER FORM TO MLSOK.

6.3 Compliance with Rules and Notification of Changes. Participant certifies it has read a copy of the Rules and Compliance Guidelines and agrees to comply with the Application, Rules, Compliance Guidelines, and if Participant is a REALTOR® Participant agrees to comply with the Code of Ethics of the National Association of REALTORS® and the Association of REALTORS® to which Participant belongs, all as may be amended from time to time. Participant agrees to submit disputes for arbitration in accordance with the Code of Ethics and Arbitration Manual of the National Association of REALTORS® and to the Association of REALTORS® to which Participant belongs. If Participant does not belong to an Association of REALTORS®, Participant agrees to submit commission disputes to the Association of REALTORS® with jurisdiction where the non-Realtor® Participant maintains its offices. Violations of the Rules or By-Laws shall be submitted to MLSOK within five (5) days of discovery of such violation. Participant acknowledges failure to comply with the Application, Rules or Compliance Guidelines may result in penalties, including without limitation fines, suspension, and termination of Participant's participation in MLSOK. Participant shall notify MLSOK within seven (7) days of relocating, changing office information, or changing REALTOR® Board/Association affiliation, if any.

6.4 Use Prohibitions. Participant agrees that it will not reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, license, rent, transmit, create derivatives of or in any manner commercially exploit or allow anyone else to reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, license, rent, transmit, create derivatives of or in any manner commercially exploit any MLS Content including but not limited to IDX feeds, in any format to anyone for any purpose other than the selling, listing or appraisal of real estate. Under no circumstances shall Participant receive any form of compensation for this information from any third party. Participant acknowledges that the MLS Content is confidential, and its use is restricted to Participant and Participant's authorized Staff and Subscribers. Participant shall issue appropriate instructions to its authorized Subscribers and Staff concerning the restrictions contained herein and shall initiate strict security measures to prevent the accidental or otherwise unauthorized use of the MLS Content.

6.5 Certain Data Subject To Consent Withdrawal. Participant acknowledges that certain data fields 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.

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

6.7 Membership Status. Participant acknowledges that if Participant is no longer a member of MLSOK or if Participant's status with MLSOK is inactive, Participant shall not be granted access to the MLS Content, MLSOK System and MLSOK Services until Participant's status is returned to active.

6.8 Responsible for Staff. Participant acknowledges it is responsible for supervising all use of the MLS Content, MLSOK System, and MLSOK Services by Participant's Subscribers and Staff, regardless of whether such Subscribers and Staff are employees or independent contractors. All fines or penalties assessed to Participant's Subscribers or Staff shall be Participant's responsibility.

7. FEES.

In consideration for the rights to Access and/or use the MLS Content, the MLSOK System and MLSOK Services, Participant shall pay to MLSOK all participation fees established by the Board of Directors and set forth in the MLSOK Schedule of Fees. Participant acknowledges participation fees will be assessed for each licensed broker, licensed sales associate, and licensed or certified appraiser who is employed by or affiliated as an independent contractor with Participant for whom Participant has not submitted a Waiver Form. MLSOK reserves the right to change its fees at any time. All fees are nonrefundable unless otherwise provided in writing by MLSOK.

8. SET UP COSTS.

Participant is responsible for obtaining and maintaining in proper working order all personal computers, Internet connections, mobile devices, and computer software and shall bear all programming, technology and methodology expenses relating to Accessing and using the MLS Content, the MLSOK System and the MLSOK Services and for the proper use thereof. Participant shall not be entitled to a refund of any fees under any circumstances for any hardware, software or Internet connection that is unable to access the MLSOK System or the MLSOK Services

9. PROPRIETARY RIGHTS.

Participant 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 Participant 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 Participant herein, Participant 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 and its respective assignees or grantees at any time and from time to time without obligation or liability to Participant.

10. IDENTIFICATION NUMBERS.

10.1 Office ID. MLSOK shall provide the Participant an identification number for Participant's office identification ("Office ID").

10.2 Login ID. MLSOK shall also provide a Login ID to each Participant, Subscriber and Staff who participates in and therefore has Access to and/or use of the MLS Content, the MLSOK System and the MLSOK Services. Each Login ID shall be personal to the individual and may not be used by or shared with any other person. Each individual shall be responsible for the security and safe keeping of its authenticator and its password.

10.3 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 Participant agrees to abide by such security measures and procedures to safeguard the MLS Content, the MLSOK System and the MLSOK Services.

10.4 Confidentiality. Participant, Subscribers and Staff shall treat the Login ID as private, confidential and personal and shall safeguard and maintain its confidentiality. Use by any other person or entity, including without limitation other real estate professionals in Participant's office, shall be considered as theft. Participant shall be liable for any consequences that may result from unauthorized disclosure of Participant's, Subscriber's, or Staff's access identification, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for liquidated damages. Intentional or negligent disclosure of a Login ID shall result in the maximum fine under the Compliance Guidelines. Participant 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 Participant's access identifications will be detected. Participant must report any evidence of unauthorized use of its Login ID, or the Login ID of Subscribers or Staff, to MLSOK within twenty-four (24) hours of discovery of such unauthorized use. This obligation to maintain confidentiality shall survive the termination of this Agreement.

11. MLSOK USE OF PARTICIPANT INFORMATION.

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

12. TERM AND TERMINATION.

12.1 Term. The Term of this Agreement shall commence upon the Effective Date and shall automatically renew and extend for one (1) year terms on January 1st of each year, unless sooner terminated in accordance with Section 12.2 or 12.3 hereof, or upon cancellation by either party upon one (1) business day's written notice to the other party.

12.2 Termination.

12.2.1 This Agreement and the rights granted hereunder may be terminated: (a) by either party at any time upon one (1) business day's written notice to the other party, (b) immediately by either party in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement, or (c) immediately by MLSOK in the event Participant is no longer licensed to practice real estate in the State of Oklahoma.

By either party at any time may terminate this Agreement if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice from the terminating party describing such breach in reasonable detail.

12.2.2 Promptly upon any termination of this Agreement, MLSOK shall deactivate Participant's Login ID and Participant shall have no further Access to the MLSOK System, the MLS Content, or the MLSOK Services.

12.3 REALTOR® Membership Termination. Should Participant terminate REALTOR® membership with Participant's REALTOR® Association or terminate participation in MLSOK, this Agreement shall terminate and the rights to access the MLSOK System, MLS Content, and MLSOK Service for all Participant's Staff and Subscribers shall also be terminated. If Participant desired to continue participation in MLSOK, an application for non-REALTOR® participation would need to be submitted to MLSOK.

12.4 No Refund of Fees Upon Termination. In the event of termination of this Agreement, MLSOK shall not be obligated to refund any fees for any unexpired portion of any term.

13. MLSOK SERVICE MARKS AND LOGOS.

MLSOK hereby grants to Participant during the term of this Agreement a limited license to use the MLSOK trade name and logo for the MLSOK Services in advertising, promotion, and marketing materials solely for the purpose of announcing Participant's use of the MLSOK Services to prospective customers. Participant may re-publish any description of the MLSOK Services which have 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. Participant shall not use the MLSOK trade name or logo in any manner that infringes MLSOK's proprietary rights or affects the goodwill associated with the MLSOK trade name or logo. Participant acknowledges the MLSOK trade name and logo are valuable trademarks owned by MLSOK and agrees not to alter the MLSOK trade name or logo. Participant further acknowledges it is prohibited from removing or obscuring the MLSOK trade name or logo from any MLS Content.

14. WARRANTY DISCLAIMER.

PARTICIPANT 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 PARTICIPANT. 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 PARTICIPANT'S REQUIREMENTS, NOR THAT ANY ELECTRONIC TRANSMISSION THEREOF WILL OPERATE IN AN ERROR-FREE MANNER. THERE ARE NO REFUNDS FOR ELECTRONIC TRANSMISSION ERRORS OR OUTAGES AT ANY TIME UNDER ANY CIRCUMSTANCES.

15. LIMITATION OF LIABILITY.

15.1 Limitations and Exclusions. Neither MLSOK nor any of its officers, directors, employees, shareholders, agents, or representatives shall be liable to Participant or anyone else for any direct, indirect, incidental, special, or consequential damages that result from the use of, or inability to use, the MLSOK System and/or the MLSOK Services, including but not limited to, reliance by any Participant or authorized user on any information, including but not limited to the MLS Content, obtained through use of the MLSOK System or the MLSOK Services or that result from mistakes, omissions, deletions or delays in transmission of such information, 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 MLSOK System and/or the MLSOK Services or related information, records, or programs.

15.2 Third Party Liability. Participant acknowledges and understands neither MLSOK, nor any of its officers, directors, employees, shareholders, agents, or representatives shall be liable to Participant for any direct,

indirect, incidental, special, or consequential damages that result from the use of any third-party product or service, including but not limited to any third party products or services that integrate the MLS Content or are provided by MLSOK. MLSOK shall not be responsible for any misuse, infringement, or unauthorized display of Participant's Listing Content by any third party. Participant understands it is Participant's sole responsibility to review such third-party products and/or services prior to entering into an agreement or accepting such products and/or services from a third party, and use of such third party products and/or services shall be at Participant's sole risk.

15.3 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 Participant hereunder in the twelve (12) months immediately preceding the event giving rise to such claim.

16. LIQUIDATED DAMAGES FOR UNAUTHORIZED USE.

Participant acknowledges that damages suffered by MLSOK from access to the MLS Content, MLSOK System or the MLSOK Services by an unauthorized third party as a result of disclosure of Participant's Login ID would be speculative and difficult to quantify. Accordingly, as a material inducement to MLSOK to enter into this Agreement with Participant, Participant agrees that in the event that any disclosure of Participant's Login ID results in access to the MLSOK System and/or the MLSOK Services by an unauthorized third party or in the event Participant makes an unauthorized disclosure of MLS Content, regardless of whether such disclosure is intentional, negligent or inadvertent, Participant 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).

17. PARTICIPANT AUTHORIZATION TO ENTER THIS AGREEMENT.

Participant represents and warrants that the individual who executes this Agreement is duly authorized to enter into this Agreement and, if applicable, the Agreements by and between MLSOK and Participant's Subscribers. Participant further represents and warrants that the individual who executes this Agreement is duly licensed by the State of Oklahoma to broker or appraise real estate in the State of Oklahoma.

18. INDEMNIFICATION BY PARTICIPANT.

Participant shall protect, defend, indemnify and hold harmless MLSOK and its officers, directors, employees, shareholders, agents, and 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 Participant, including but not limited to: (a) inaccuracy of any Listing Content supplied to MLSOK by Participant or by any of Participant's Subscribers or Staff, (b) any unauthorized use of Participant's or Subscriber's Login ID, (c) any unauthorized use of the MLS Content, or (d) 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. Participant shall assist MLSOK, at Participant'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 Participant's participation in MLSOK and the termination of this Participant Agreement.

19. INJUNCTIVE REMEDIES.

Participant 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 Participant, no remedy at law may be adequate. Therefore, Participant 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 Participant in addition to all available remedies at law.

20. LEGAL FEES AND COSTS.

In the event MLSOK takes legal action against Participant for a violation of this Agreement and MLSOK prevails in obtaining equitable relief or monetary damages, Participant will be obligated to reimburse MLSOK for the reasonable attorneys' fees, costs, and expenses it incurred in pursuing such legal action. Participant will also be responsible for any legal fees and costs incurred by MLSOK in enforcing any order or collecting a judgment.

21. MISCELLANEOUS.

Participant agrees and acknowledges that MLSOK may change the terms of this Agreement as the result of any amendments to the Rules or Compliance Guidelines. Waiver by MLSOK of any breach of any provision of this Agreement by Participant shall not be construed as a waiver of any subsequent breach. If any term or provision of this Agreement shall be found to be illegal or unenforceable then the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. 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 are effective upon receipt. Nothing contained in this Agreement, nor in the relationship created hereby, should be interpreted to evidence a joint venture, partnership, or employment or principal/agent relationship between the parties. 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 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

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

Participant:

Name of Company/Individual (print name)

MLSOK, Inc.
By: _____

By: _____
Participant/Broker (print name)

Print Name: _____

Participant/Broker Signature

Title: _____

Date

Date: _____

PARTICIPANT INFORMATION

Name: _____

Nickname: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Type of Business (circle one):
Corporate Limited Liability Company Partnership Sole Proprietor

Company License Number: _____

Phone: _____ Fax: _____

Email Address: _____

EXHIBIT 1

WAIVER FORM

[Remainder of page left intentionally blank.]



MLSOK PARTICIPATION WAIVER FORM

As a Participant in MLSOK, I understand the MLSOK Rules and Regulations require all individuals affiliated with my office, including without limitation any non-principal brokers, sales licensees, non-licensed sales assistants, or appraisers, to subscribe to MLSOK, unless such individuals qualify for a waiver. By signing below, I represent and warrant that the individuals listed on Exhibit A of this Waiver (the “Applicants”) hold active membership in another multiple listing service (MLS) and that evidence of such membership, in the form of a letter of good standing from the MLS, is included with this Waiver.

I further represent that the Applicants:

1. will not access the MLSOK system or MLSOK listing content compilation for any reason;
2. are not the listing or co-listing agent for any active listings in MLSOK;
3. will not use any listing, statistical or other report produced or made available by MLSOK;
4. will not use any software, forms, tools or other services provided or made available by MLSOK;
5. will not control or use a lockbox key to access, view, or show any property listed in MLSOK;
6. will not use the MLSOK name or logo; and
7. will not represent or suggest in any manner that Applicant(s) are members of MLSOK.

I acknowledge and understand that if any Applicant fails to satisfy the above requirements: (a) such Applicant will be immediately activated as a member of MLSOK, (b) the Applicant will be responsible for all requirements of membership, including without limitation attendance at an orientation session and applicable fees, and (c) I will be held liable for retroactive membership dues and/or applicable fines including, but not limited to:

- fines up to \$2,500.00 per violation per occurrence;
- suspension;
- termination of participation in MLSOK;
- liquidated damages; and
- any other discipline as may be determined by MLSOK, in its sole discretion,

in accordance with the Compliance Guidelines, as may be amended from time to time, for sharing MLSOK login information, compilation, listing information, or statistical or comparable reports. I understand MLSOK uses technology to monitor use of the MLSOK System and Compilation and compares such data against the monthly audit performed by MLSOK and acknowledge my office will be billed for any licensees discovered through the audit for which I have not requested a waiver.

I understand I must resubmit this Waiver Form by January 15th of each year and within seven (7) days of: (a) a change of status of any Applicant or (b) affiliating with any new non-principal brokers, sales licensees, appraisers or assistants eligible for a waiver of membership dues.

Real Estate Brokerage: _____ Office #: _____

Broker Print Name: _____ License #: _____

Broker Signature: _____

