



MLS SALES ASSISTANT AGREEMENT

****This form is for sales assistants. Please contact MLSOK for the form for appraisal assistants.**

____ Non-Licensed Sales Assistant
____ Licensed Sales Assistant License#: _____

Participant Firm Information:

Name of Participant Firm: _____
Name of Broker Manager: _____

Assistant's Information:

First Name: _____ Last Name: _____
Phone: _____ Email Address: _____

*Please select only one of the choices below:

____ I authorize the Assistant to have Head Office Assistant Access (HOA). I understand that the HOA has complete access to all the office listings including any branch offices I may operate. I understand that this level of access allows the HOA to view all HEAD Broker Reports and to edit all listings for all offices.

____ I authorize the Assistant to have Office Assistant Access (OA). I understand that the OA has complete access to all listings in the specific office to which they are assigned. I understand that this level of access allows the OA to view the reports and edit all listings for the OA's assigned office.

____ I authorize my sales agent, _____ ("Agent") to grant access to the MLS database to Agent's personal assistant to access Agent's listings and personal MLS database reports. I understand that Assistant will need to use the shared identity feature to access Agent's MLS listings and personal reports.

Terms and Conditions

By signing below, Assistant and Broker Manager agree to the following terms and conditions:

1. License. As part of Assistant's membership in MLSOK, MLSOK hereby grants to Assistant a limited, non-exclusive, non-transferable revocable license to access the MLSOK computerized systems ("MLSOK System"), the products and services of MLSOK ("MLSOK Services"), and the MLSOK listing content compilation ("MLS Content") for the purpose of adding, editing, reviewing, researching, and retrieving the MLS Content as part of Assistant's ordinary duties to Participant Firm.

2. Compliance with Rules. Assistant understands and acknowledges that the MLSOK Rules and Regulations ("MLS Rules") and Compliance Guidelines are available online and certifies it has read a copy of the documents and agrees to comply with the MLS Rules and Compliance Guidelines as may be amended from time to time. Assistant acknowledges it may be fined or have

its membership suspended if it fails to comply with the MLS Rules.

3. Restrictions. Assistant agrees that it will not: (a) 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, (b) receive any form of compensation for the MLS Content or for unauthorized access to the MLS Content from any third party, or (c) use the MLS Content, MLSOK System, or MLSOK Services for any purpose other than as licensed in Section 1. Assistant acknowledges that MLSOK may watermark or tag digital

photographs, virtual tours, videos, or other media to detect a breach of this Agreement by Assistant.

4. Modifications. Assistant acknowledges certain data in the MLS Content are provided subject to the consent of members or third parties, and understands that MLSOK, members, or third parties may alter data in the MLS Content or withdraw consent at any time without prior notice.

5. Fees. Broker Manager understands and agrees it is required to pay the current fees for Assistant's membership established by MLSOK and set forth in the MLSOK Schedule of Fees. If applicable, MLSOK will apply any prepaid fees from a previous assistant in Broker Manager's office to the fees for Assistant. MLSOK reserves the right to change its fees at any time. All fees are nonrefundable. Assistant and/or Broker Manager are responsible for all costs related to Assistant's access to the MLS Content and MLSOK System.

6. Ownership. Assistant and Broker Manager acknowledge that the compilation, arrangement, selection, and coordination of the MLS Content is protected by copyright and owned by MLSOK. The MLS Content constitutes a valuable commercial product and may include textual, statistical, financial, photographic, video, and audio components which are proprietary information of MLSOK under copyright and have been furnished to Assistant in trust. All right, title, and interest in the MLS Content and the MLSOK System, including the ownership of the copyright therein, shall at all times remain vested in MLSOK. Assistant and Broker Manager agree and understand that MLSOK shall remain the exclusive owner of all rights, title, and interest in the MLS Content and the MLSOK System licensed hereunder and all copyrights, renewals, derivatives, and translations thereof, heretofore, and hereafter secured therein. All publication, dissemination, and other rights in and to the MLS Content 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 assignees, or grantees at any time and from time to time without obligation or liability to Assistant or Broker Manager.

7. Login ID. MLSOK shall provide Assistant login credentials ("Login ID") to access and use the MLS Content and MLSOK System as contemplated herein. The Login ID shall be confidential and personal to Assistant and may not be used by any other person at any time for any purpose, including without limitation any other persons in Assistant's office. Assistant shall be responsible for the security and safe keeping of its Login ID and shall be liable for any unauthorized use. Assistant acknowledges it is only permitted to use its Login ID in its capacity as an Assistant in Broker Manager's office. If Assistant serves as an assistant for

any other real estate firms other than the Participant Firm, Assistant must execute a separate agreement and obtain an additional Login ID. Assistant and Broker Manager acknowledge they will be jointly and severally liable for any consequences that result from unauthorized disclosure or use of Assistant's Login ID, whether intentional, negligent, or inadvertent, including but not limited to immediate termination of this Agreement and liability for liquidated damages. Assistant and Broker Manager acknowledge MLSOK will monitor Assistant's use of its Login ID for compliance with this Agreement.

8. Licensed Assistants. Assistant and Broker Manager acknowledge that if Assistant holds an active real estate sales license, Assistant must apply for membership with MLSOK as a Subscriber and use its Subscriber Login ID to add or delete its listings from the MLS Content.

9. Security Breach. Upon discovery that: (a) Assistant's Login ID has been lost or stolen, (b) Assistant's Login ID has been used without authorization, or (c) Assistant's computer, laptop, drives, disks, or other media containing the MLS Content have been accessed without authorization, Assistant shall immediately notify MLSOK.

10. Assistant Information. Assistant acknowledges MLSOK or its service providers may: (a) compile information regarding Assistant's frequency of use of, or specific uses of, the MLS Content and MLSOK System, and (b) distribute to prospective members and other third parties certain non-confidential information concerning Assistant.

11. Term; Termination. The term of this Agreement shall be one (1) year commencing upon the date of last signature (the "Effective Date") and shall automatically extend for additional one (1) year terms unless sooner terminated. This Agreement may be terminated: (a) 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; (b) by Broker Manager or Assistant for any reason upon one (1) business day's written notice to MLSOK; (c) immediately upon written notice to Broker Manager or Assistant of MLSOK's discovery that Assistant has shared its MLS Login ID with any party; (d) by any party in the event Assistant is no longer affiliated with Participant Firm; or (e) by any party in the event Broker Manager is no longer licensed to practice real estate in the State of Oklahoma or is no longer an active Member in MLSOK.

Promptly upon any termination of this Agreement, MLSOK shall deactivate Assistant's Login ID, and Assistant shall have no further access to the MLSOK System or MLS Content. Assistant and Broker Manager

acknowledge that MLSOK shall have no obligation to refund any fees or charges or any portion thereof paid to MLSOK prior to termination; provided, however, that the fees paid by Broker Manager may be credited towards the fees for a future sales assistant up until the anniversary of the Effective Date of this Agreement.

12. MLSOK Service Marks and Logos. Throughout the term of this Agreement, Assistant shall have the right to use the MLSOK trade name, service marks, and logo solely for the purpose of providing services to Participant Firm. Assistant understands and agrees it is not authorized to use or distribute the MLSOK trade name, service marks, and/or logo for any other purpose. Assistant shall not make any unauthorized representations or warranties regarding the MLS Content.

13. Warranty Disclaimer. ASSISTANT AND BROKER MANAGER UNDERSTAND AND AGREE 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 ASSISTANT AND BROKER MANAGER. MLSOK DOES NOT WARRANT THAT THE MLSOK SERVICES OR MLS CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, AND MLSOK MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY MLS CONTENT. MLSOK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. MLSOK DOES NOT WARRANT THAT THE MLS CONTENT OR MLSOK SERVICES WILL MEET ASSISTANT'S OR BROKER MANAGER'S REQUIREMENTS.

14. Limitation of Liability. Neither MLSOK nor any of its officers, directors, licensors, shareholders, agents, or representatives shall be liable to Assistant or Broker Manager 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 Assistant or Broker Manager 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. In no event shall any liability of MLSOK, its

officers, directors, licensors, employees, shareholders, agents, or representatives arising out of any claim related to this Agreement exceed the aggregate amount paid hereunder by Broker Manager on behalf of Assistant for the twelve (12) months immediately preceding the event giving rise to such claim.

15. Liquidated Damages. Assistant and Broker Manager acknowledge 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 Assistant's Login ID would be speculative and difficult to quantify. Accordingly, as a material inducement to MLSOK to enter into this Agreement with Assistant, Assistant and Broker Manager agree that in the event of any unauthorized disclosure of Assistant's Login ID or MLS Content, regardless of whether such disclosure is intentional or negligent, Assistant and Broker Manager shall be jointly and severally liable to MLSOK, at MLSOK's option, for liquidated damages in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00).

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

17. Conflicts of Interest. In the event Assistant is affiliated with more than one Broker Manager or performs services on behalf of more than one Broker Manager, Assistant shall be solely responsible for any necessary or required disclosures to the undersigned Broker Manager including, but not limited to, disclosures for accepting an obligation inconsistent or incompatible with Assistant's duties or the scope of services rendered to the undersigned Broker Manager. Assistant 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 Assistant's employment by or affiliation with any broker manager member.

18. Indemnification by Assistant. Assistant and Broker Manager 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 based upon the negligent, intentional, or illegal acts of Assistant, including but not limited to: (a) any unauthorized use of Assistant's Login ID, (b) any unauthorized use of the MLS Content, or (c) infringement of any proprietary or contract right. Assistant and Broker Manager shall assist MLSOK, at Assistant's or Broker Manager's expense, in the defense or settlement of any claim to which these indemnification obligations apply. These indemnification provisions shall survive the termination of Assistant's access to the MLS Content, MLSOK Services, or MLSOK System and the termination of this Agreement.

19. Injunctive Remedies. Assistant 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 Assistant, no remedy at law may be adequate. Therefore, Assistant and Broker Manager agree 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 Assistant in addition to all available remedies at law.

20. Legal Fees and Costs. In the event MLSOK takes legal action against Assistant and MLSOK prevails in obtaining equitable relief or monetary damages,

Broker Manager:

By: _____

Print Name: _____

Date: _____

Firm: _____

Address

Phone

Email Address

MLSOK Login ID

Assistant and Broker Manager shall reimburse MLSOK for the reasonable attorneys' fees, costs, and expenses it incurred in pursuing such legal action.

21. Miscellaneous. Assistant and Broker Manager agree and acknowledge that MLSOK may change the terms of this Agreement as the result of any amendments to the Rules or Compliance Guidelines. Except for changes resulting from changes 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 Broker Manager or Assistant 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 or confirmed email. 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 Assistant or Broker Manager 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.

22. Broker Manager Responsibility. By signing below, Broker manager acknowledges it is responsible for ensuring Assistant complies with the Rules, Compliance Guidelines, and the terms of this Agreement and will be liable for any fines resulting from Assistant's violation of the Rules or this Agreement.

Assistant:

Signature: _____

Print Name: _____

Date: _____

MLSOK:

Signature: _____

Print Name: _____

Date: _____