



SUBSCRIBER AGREEMENT

This Subscriber Agreement (the “Agreement”) is made and entered into and is effective as of the Effective Date, as defined below, is between MLSOK.com, Inc. (“MLSOK”), an Oklahoma corporation, having its principal offices at 3131 Northwest Expressway Oklahoma City, OK 73112 and the undersigned individual Oklahoma real estate licensee, having its principal place of business at the address as set forth on the signature page hereof, as may be changed from time to time (“Subscriber”), 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 without limitation 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 Subscriber is a Licensee of a Participant or affiliated with a Participant who has Access to the MLSOK System, MLSOK Services, and MLS Content as a direct result of Participant’s participation in MLSOK pursuant to the MLSOK Participant Agreement.

1.4 Subscriber desires to enter this Agreement which, in addition to the Rules and Compliance Guidelines will govern the use of the Listing Content, the MLS Content, the MLSOK System and the MLSOK Services by Subscriber.

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

2. DEFINITIONS

Any term not defined herein, shall have the meaning set forth in the Rules and Regulations. 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’ Participants and Subscribers in their compliance with the Rules and Regulations.

2.3 “Effective Date” means the date MLSOK approves Subscriber’s application for participation, provided that Subscriber has executed all necessary documentation and paid all applicable fees.

2.4 “IDX” and “Internet Data Exchange” both mean the terms created by the National Association of REALTORS® and mandated in January of 2002, which program allows both agents and brokers to show each other’s listings on other agents and brokers’ IDX websites.

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

2.6 “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.

2.7 “MLS Content” means: (i) the aggregation and compilation of all Listing Content and changes thereto, and (ii) the roster of MLSOK Participants and Subscribers.

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 “Participant(s)” means individuals who hold current, valid real estate brokers’ licenses in the applicable state of licensure or are registered, licensed or certified by the applicable state of licensure to engage in the appraisal of real property.

2.11 “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.

2.12 “Subscriber(s)” mean all employees or independent contractors of a Participant who hold valid real estate licenses issued by an applicable state of licensure and who have applied to participate or are participating in MLSOK Services.

2.13 “Term” means the period of time 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 Subscriber 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 and using the MLSOK System and the MLSOK Services to conduct the Subscriber’s real estate business.

4. METHOD OF ACCESS TO MLSOK.

Subscriber shall access the MLSOK System, MLS Content, and the MLSOK Services through various types of electronic communications furnished to Subscriber by MLSOK and/or third party vendors, upon the terms and conditions required by MLSOK and the third party vendor. Subscriber understands and agrees that it must execute a separate agreement with MLSOK and its website developer for authority to display MLS Content on the Internet.

5. SUBMISSION OF SUBSCRIBER’S LISTING CONTENT.

5.1 Grant of Rights to MLSOK. Subscriber, as the acquirer and provider of Listing Content relating to real estate properties for sale, including Subscriber’s personal listing agent information, remarks, virtual tours, videos and photographs, hereby assigns to its Participant all right, title and interest in all Listing Content entered by Subscriber into the MLSOK System.

5.2 Submitted Information. Subscriber hereby warrants that it will have a valid listing agreement prior to submitting any Listing Content to MLSOK and warrants that the buyers, sellers, photographers, and all applicable third parties have assigned to Subscriber or its Participant all right, title and interest, including all copyright rights and other intellectual property rights in and to all Listing Content submitted to MLSOK through the MLSOK System. Subscriber represents and warrants that any Listing Content submitted to MLSOK by Subscriber does not violate any laws or third party rights, including without limitation any copyright and/or other intellectual property rights. Subscriber 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 and shall use reasonable care to ensure the accuracy and completeness of such submitted Listing Content. Subscriber 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 Subscriber without Subscriber’s permission in accordance with the Rules and Compliance Guidelines. Subscriber acknowledges that the manipulation or compilation being performed by MLSOK will result in a

database of MLS Content containing various compilations of real estate data which are copyrightable material. By the act of submitting any Listing Content to MLSOK, the Subscriber acknowledges: (a) it assigns its Listing Content to its Participant in accordance with Section 5.1 hereof, and (b) Subscriber's Participant consents to the use of the Listing Content into a compilation of MLS Content which is copyrighted by MLSOK. Subscriber warrants it will not challenge, interfere with, or violate such copyright and warrants that it 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 without limitation 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, Subscriber acknowledges Subscriber's Participant consents to Internet display and other third party use of Subscriber's Listing Content in the compilation of MLSOK. Subscriber warrants that it will not challenge, interfere with or violate such uses and warrants that it will not seek compensation therefor.

6. CONDITIONS, PROHIBITIONS AND LIMITATIONS ON ACCESS.

6.1 Compliance with Rules and Notification of Changes. Subscriber certifies it has read a copy of and agrees to comply with the Rules, Bylaws, Internet Display Rules and Compliance Guidelines, as may be amended from time to time. Violations of the Rules or Bylaws shall be submitted to MLSOK within five (5) calendar days of discovery of such violation. Subscriber shall notify MLSOK within seven (7) calendar days of relocating or changing office information, or changing REALTOR® Board/Association affiliation, if any.

6.2 Compliance with Third Party Terms. Subscriber acknowledges certain products or services offered by third parties (the "Third Party Service Providers") may provide Subscriber with Access to the MLSOK System, MLS Content, or the MLSOK Services, or may allow Subscriber to modify or add additional content to the MLS Content, including without limitation adding or modifying data, showing instructions, photographs, and video tours. Subscriber shall comply with the agreements, policies, or terms of any Third Party Service Provider. To the extent there is a conflict between any Third Party Service Provider Terms and the Rules, the Rules shall govern.

6.3 Advertising to Members. Subscriber shall only use the MLS Content, MLSOK System, and products or services offered by Third Party Service Providers in connection with Subscriber's real estate license activities and not for any other purpose, including without limitation to solicit, recruit, or market other products or services to Participants and Subscribers.

6.4 Use Prohibitions. Subscriber 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, create derivatives of, or in any manner commercially exploit the MLS Content or any portion thereof, including without limitation IDX feeds, in any format to anyone for any purpose other than the selling, listing or appraising of real estate. Under no circumstances shall Subscriber receive any form of compensation for the MLS Content or for unauthorized access to the MLS Content from any third party for any reason. Subscriber acknowledges that the MLS Content is confidential, and its use is restricted to Subscriber and shall not be Accessed or used by any parent company, subsidiary, franchisor, affiliate, or other third party.

6.5 Certain Data Subject To Consent Withdrawal. Subscriber acknowledges that certain 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 third party shall be removed from the MLS Content.

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

6.7 Membership Status. Subscriber acknowledges that if Subscriber is no longer a member of MLSOK or if

Subscriber's status with MLSOK is inactive, Subscriber shall not be granted access to the MLS Content, MLSOK System and MLSOK Services until Subscriber's status is returned to active.

7. FEES.

In consideration for the rights to Access and/or use the MLS Content, the MLSOK System and the MLSOK Services, Subscriber shall pay MLSOK the annual non-refundable fees established by the MLSOK Board of Directors and set forth in the MLSOK Schedule of Fees. MLSOK reserves the right to change its fees at any time.

8. SET UP COSTS.

Subscriber is responsible for obtaining and maintaining in proper working order all personal computers, Internet connections, 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. Subscriber 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.

Subscriber 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 Subscriber 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 Subscriber herein, Subscriber 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 Subscriber.

10. IDENTIFICATION NUMBERS.

10.1 User ID and Password. MLSOK shall provide Subscriber a user identification and password to participate in and access the MLS Content, the MLSOK System and the MLSOK Services. Each token, user ID and password shall be personal to the individual and may not be used by any other person. Subscriber shall be responsible for the security and safe keeping of its token, if applicable, and its password.

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

10.3 Confidentiality. Subscriber shall treat the access identification as private, confidential and personal and shall safeguard and maintain its confidentiality. Use by any other person or entity shall be considered as theft. Subscriber shall be liable for any consequences that may result from unauthorized disclosure of Subscriber's access identification, whether intentional, negligent, or inadvertent, including without limitation immediate termination of this Agreement and liability for liquidated damages. Subscriber 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 Subscriber's access identification will be detected. This obligation to maintain confidentiality shall survive the termination of this Agreement.

11. MLSOK USE OF SUBSCRIBER INFORMATION.

MLSOK reserves the right to distribute to prospective Subscribers and other third parties certain non-confidential information concerning Subscriber. 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 Subscriber.

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 Subscriber or MLSOK upon twenty-four (24) hours written notice.

12.2 Termination.

12.2.1 Termination by Subscriber. This Agreement and the rights granted hereunder may be terminated by Subscriber upon ten (10) days' written notice to MLSOK, if MLSOK has not performed any material obligation or has otherwise breached any material term of this Agreement and such breach remains uncured.

12.2.2 Termination by MLSOK. This Agreement and the rights granted hereunder may be terminated by MLSOK: (a) upon ten (10) days' notice to Subscriber, or the applicable notice period in the Rules, whichever is shorter, if Subscriber has not performed any material obligation or has otherwise breached any material term of this Agreement and such breach remains uncured, or (b) immediately, if Subscriber is no longer licensed to practice real estate in the applicable state of licensure, is no longer affiliated with its Participant, or if its Participant no longer participates in MLSOK.

12.3 Effect of Termination. Promptly upon any termination of this Agreement, (a) MLSOK shall deactivate Subscriber's access identification numbers, and (b) Subscriber shall have no further access to the MLSOK System, the MLS Content, or the MLSOK Services and shall delete all MLSOK Content in its possession. Subscriber acknowledges that MLSOK shall have no obligation to refund any fees or charges or any portion thereof paid to MLSOK prior to termination.

13. **MLSOK SERVICE MARKS AND LOGOS.**

MLSOK hereby grants to Subscriber, during the term of this Agreement, a limited license to use the MLSOK trade name and logo for the MLSOK Services as available, in advertising, promotion and marketing materials solely for the purpose of announcing Subscriber's use of the MLSOK Services to prospective customers. Subscriber 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.

14. **WARRANTY DISCLAIMER.**

SUBSCRIBER 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 SUBSCRIBER. 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 SUBSCRIBER'S REQUIREMENTS, NOR THAT ANY ELECTRONIC TRANSMISSION THEREOF WILL OPERATE IN AN ERROR-FREE MANNER AND 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 Subscriber 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 without limitation reliance by any Subscriber or authorized user 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.

15.2 Third Party Liability. Subscriber acknowledges and understands neither MLSOK, nor any of its officers, directors, employees, shareholders, agents or representatives shall be liable to Subscriber for any direct, indirect, incidental, special, or consequential damages that result from the use of any third party product or service, including without limitation any third party products or services that integrate the MLS Content. MLSOK shall not be responsible for any misuse, infringement, or unauthorized display of Subscriber's Listing Content by any third party. Subscriber understands it is Subscriber'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 Subscriber'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 Subscriber hereunder in the twelve (12) months immediately preceding the event giving rise to such claim.

16. LIQUIDATED DAMAGES FOR UNAUTHORIZED USE.

Subscriber 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 Subscriber's access identification information would be speculative and difficult to quantify. Accordingly, as a material inducement to MLSOK to enter into this Agreement with Subscriber, Subscriber agrees that in the event that any disclosure of Subscriber's access identification information, 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, Subscriber shall be liable to MLSOK, at MLSOK's option, for liquidated damages in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00).

17. SUBSCRIBER REPRESENTATIONS.

Subscriber represents and warrants that Subscriber: (a) is a duly licensed real estate professional, (b) is a Licensee of an MLSOK Participant as listed on the signature page of this Agreement, as may be changed from time to time upon notice to MLSOK, and (c) will comply with all applicable federal, state, and local laws, including without limitation laws regulating reciprocity and marketing, advertising, solicitation, and the promotion of real estate services, representation, and properties.

18. INDEMNIFICATION BY SUBSCRIBER.

Subscriber 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 Subscriber, including without limitation: (a) inaccuracy of any Listing Content supplied to MLSOK by Subscriber, (b) any unauthorized use of Subscriber's access identification number, (c) any unauthorized use of the MLS Content, (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, or (e) breach of any representation set forth in Sections 5.2 or 17 of this Agreement. Subscriber shall assist MLSOK, at Subscriber'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 Subscriber's participation in MLSOK and the termination of this Subscriber Agreement.

19. INJUNCTIVE REMEDIES.

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

20. LEGAL FEES AND COSTS.

In the event legal action is taken against Subscriber or MLSOK, and MLSOK prevails in obtaining equitable relief or monetary damages, Subscriber will be obligated to reimburse MLSOK for the reasonable attorneys' fees, costs and

expenses it incurred in pursuing such legal action. Subscriber will also be responsible for any legal fees and costs incurred by MLSOK in enforcing any order or collecting a judgment.

21. MISCELLANEOUS.

Subscriber agrees and acknowledges that MLSOK may change the terms of this Agreement as the result of any amendments to the Rules or Compliance Guidelines. All other amendments must be in writing and signed MLSOK. Waiver by MLSOK of any breach of any provision of this Agreement by Subscriber 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 MLSOK and Subscriber at the addresses as set forth in this Agreement by certified mail, return receipt requested, by reputable overnight or two-day courier, by confirmed facsimile, or confirmed email. 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 Subscriber and MLSOK. This Agreement, including any referenced and incorporated documents, 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 Subscriber 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. The Subscriber acknowledges and agrees to submit to the jurisdiction of Oklahoma for any issue, claim, cause of action, that arises from or is related or connected to the marketing, advertising, solicitation, and the promotion of real estate services, representation, and properties.

By executing this Agreement, Subscriber certifies it has read and agrees to be bound by the terms of this Agreement.