

# USER AGREEMENT

## 1. The System

- 1.1 The MLSOK.com, Inc. ("MLS") has entered into an Agreement ("Agreement") for product and services with Interactive Data Development, Inc. doing business as MarketLinx Solutions ("MarketLinx").
- 1.2 MLS hereby grants to User a non-exclusive and revocable right to use MarketLinx Mirrorserve™ and Metroserve™ MLS system (the "System") in accordance with this User Agreement and the rules and regulations of the MLS relating to the operation of the Multiple Listing Service, as amended from time to time, which are incorporated herein by reference (the "Rules").
- 1.3 The Term of this User Agreement shall run concurrently with the Agreement, and terms used in this User Agreement but not defined shall have the meanings ascribed to them in the Agreement.

## 2. Use of the System

By the execution and delivery of this User Agreement, User agrees to (a) pay to MLS the fees which it charges for access to the System which fees may be changed from time to time, and (b) use the system only in accordance with the Agreement and the Rules. Upon receipt by MLS of an executed copy of this User Agreement, User is authorized by MLS to access the System by use of a password in accordance with the Rules.

## 3. Password Update

User acknowledges that User's password will expire every quarter prohibiting further use of the System until a new password is entered by User into the System. A new password will be effective only for Users in good standing with the MLS and who are in compliance with this User Agreement.

## 4. Security of the System

User acknowledges that it is necessary to maintain the security of the system and the User's password to prevent use of the System by an unauthorized person or entity. Accordingly, User agrees not to (a) share or otherwise provide User's password to any other person or entity, or (b) provide or otherwise arrange for, any download of the MLS data to any person or entity without prior written authorization from MLS.

## 5. Code of Ethics and Arbitration

User agrees to be bound by the Code of Ethics of the National Association of REALTORS® as amended from time to time on the same terms and conditions as board/association members including without limitation the duty to mediate and arbitrate disputes with other REALTORS® in accordance with Rules of MLS and the Oklahoma City Metropolitan Association of REALTORS®. User acknowledges that a violation of the Code of Ethics may result in termination of this User Agreement.

6. Breach

Breach of this User Agreement shall occur in the event that (i) User permits an unauthorized person or entity to use User's password; (ii) User breaches, fails to observe, keep or perform this User Agreement or any obligation or any obligation or provision of any agreement executed and delivered by User in connection with the use of the System; (iii) User violates the terms and provisions of the Agreement, the Rules and/or the Code of Ethics; or (iv) MLS in its sole discretion determines that appropriate action must be taken for security purposes.

7. Remedies

If User breaches this User Agreement, MLS may (a) deny access to the System; and/or (b) pursue any other remedy at law or in equity.

8. The Agreement

USER ACKNOWLEDGES THAT THE SYSTEM IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN MLS AND MARKETLINX AND THAT FAILURE OF MLS TO PERFORM ITS OBLIGATIONS UNDER THE USER AGREEMENT MAY DETRIMENTALLY AFFECT USER'S USE OF THIS SYSTEM. FURTHERMORE IF USER IS AFFILIATED WITH OR EMPLOYED BY A PARTICIPANT, FAILURE OF THE PARTICIPANT TO MAKE ANY PAYMENT WHEN DUE OR PERFORM ANY OF ITS OBLIGATIONS TO MLS MAY DETRIMENTALLY AFFECT USER'S ABILITY TO USE THE SYSTEM. USER FURTHER AGREES AND IRREVOCABLY ASSIGNS TO MLS ANY RIGHT TO EXERCISE ANY REMEDY UNDER OR RELATING TO ANY DEFAULT OR BREACH OF WARRANTY BY MARKETLINX UNDER THE AGREEMENT.

9. Software License

No title or ownership of any software or any of its components is transferred to User and the User's use of any software in connection with the system constitutes a revocable license. Title to all Intellectual Property shall remain with MarketLinx and User agrees to take appropriate action to maintain the confidentiality of such Intellectual Property, the software and its components.

10. Indemnity

USER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MARKETLINX, MLS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS SUCCESSORS AND PERMITTED ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND COSTS, INCLUDING REASONABLE LEGAL FEES AND EXPENSES, TO THIRD PARTIES ARISING OUT OF OR RELATING TO THE USE OF THE SYSTEM BY USER AND NOT RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY EMPLOYEE OR AGENT OF MARKETLINX OR FROM THE INFRINGEMENT BY MARKETLINX OF A THIRD PARTY'S INTELLECTUAL PROPERTY. USER ACKNOWLEDGES THAT MARKETLINX SHALL HAVE THE RIGHT TO ENFORCE THIS INDEMNITY AS IF IT WERE A PARTY HERETO. NEITHER THE MLS NOR MARKETLINX SHALL BE LIABLE FOR ANY LOST BUSINESS, DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY OTHER CLAIM ARISING FROM OR RELATED TO THE USER'S INABILITY TO USE THE SYSTEM FOR ANY REASON WHATSOEVER. THIS PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE.

USER: \_\_\_\_\_  
(please print)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(address)

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

**(DESIGNATED REALTOR OR BROKER MANAGER SIGNATURE REQUIRED)**

FIRM: \_\_\_\_\_  
(please print)

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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