



## NON-LICENSED APPRAISAL ASSISTANT AGREEMENT

This NON-LICENSED APPRAISAL 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 appraisal 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 “NLAA”), and the undersigned appraiser, 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 “Appraiser”) 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 NLAA is affiliated as an employee or independent contractor of Appraiser and NLAA is not licensed to practice real property appraisal or real estate sales in the state of Oklahoma and its Appraiser desires that NLAA have access to the MLSOK System, MLSOK Services, and MLS Content pursuant to this Agreement.

1.4 Appraiser is an individual who holds a current, valid real estate appraiser’s license in the State of Oklahoma, is an active member in good standing of MLSOK, and with whose appraisal office NLAA 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 NLAA.

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 “Members” means, individually or collectively, real estate brokers and sales agents who hold active membership in MLSOK and 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.

2.5 “MLS Content” means the 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, and any changes thereto, provided by Members and aggregated and compiled by MLSOK into its proprietary database.

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

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

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

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

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

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

2.12 "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 NLAA 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 sole purpose of: (a) reviewing MLS Content, (b) sending MLS Content to Appraiser, (c) compiling MLS Content into reports for Appraiser, and (d) other activities consistent with assisting Appraiser in Appraiser's regular appraisal business activities.

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

NLAA shall access the MLSOK System, MLS Content, and the MLSOK Services through various types of electronic communications furnished to NLAA 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. NLAA 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. NLAA agrees that it will not reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, rent, sublicense, transfer, or in any manner commercially exploit or allow anyone else to reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, rent, sublicense, transfer, or in any manner commercially exploit the MLS Content or any portion thereof in any format for any purpose. Under no circumstances shall NLAA receive any form of compensation for the MLS Content or for unauthorized access to the MLS Content from any third party for any reason. NLAA acknowledges that the MLS Content is confidential, and its use is restricted to NLAA. NLAA 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 Appraiser's assistant. NLAA is only authorized to provide or send MLS Content to Appraiser and not to any other party, including without limitation any consumers.

5.3 Certain Data Subject To Consent Withdrawal. NLAA 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. NLAA agrees to comply with all applicable consumer privacy and information security laws. In the event of a breach of NLAA's computer network or computerized systems, containing MLS Content, by unauthorized persons or in the event of a loss of NLAA's laptop or drives which may contain personally identifiable information or MLS Content, NLAA and Appraiser agree to notify MLSOK within twenty-four (24) hours of discovery of such event. NLAA agrees to use commercially reasonable security measures to protect the MLS Content.

## **6. FEES**

In consideration for NLAA's Access to and/or use of the MLS Content, the MLSOK System and the MLSOK Services, Appraiser understands and agrees it is required to pay the current fees on behalf of NLAA established by MLSOK and set forth in the MLSOK Schedule of Fees, incorporated herein by reference. If applicable, MLSOK will apply any prepaid fees from a previous non-licensed appraisal assistant in Appraiser's office to the fees for NLAA. MLSOK reserves the right to change its fees at any time. All fees are nonrefundable.

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

NLAA and Appraiser are 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.**

NLAA and Appraiser acknowledge 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 NLAA 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 NLAA herein, NLAA and Appraiser agree and understand 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 NLAA and Appraiser.

## **9. LOGIN IDENTIFICATION.**

9.1 User ID. MLSOK shall provide NLAA 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 NLAA and may not be used by any other person at any time for any purpose, including without limitation any other persons in Appraiser's office. The NLAA 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 NLAA agrees to abide by such security measures and procedures to safeguard the MLS Content, the MLSOK System, and the MLSOK Services.

9.3 Confidentiality. NLAA 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. NLAA and Appraiser shall be liable for any consequences that may result from unauthorized disclosure of NLAA'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 NLAA's MLS Login ID has been lost or stolen,

NLAA and/or Appraiser shall immediately notify MLSOK. NLAA 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 this Agreement or the security of NLAA's MLS Login ID will be detected. This obligation to maintain confidentiality shall survive the termination of this Agreement.

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

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

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

11.1 Term. The Term of this Agreement shall be one (1) year commencing upon Effective Date and shall automatically extend for additional one (1) year terms unless sooner terminated in accordance with Section 11.2 hereof.

### 11.2 Termination.

11.2.1 This Agreement and the rights granted hereunder 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 Appraiser or NLAA for any reason upon one (1) business day's written notice to MLSOK; (c) immediately upon written notice to Appraiser and NLAA of MLSOK's discovery that NLAA has shared its MLS Login ID with any party; (d) by any party in the event NLAA is no longer affiliated with Appraiser; or (e) by any party in the event Appraiser is no longer licensed to appraise real estate in the State of Oklahoma or is no longer an active Member in MLSOK.

11.2.2 Promptly upon any termination of this Agreement, MLSOK shall deactivate NLAA's MLS Login ID, and NLAA shall have no further access to the MLSOK System, the MLS Content, or the MLSOK Services. NLAA and Appraiser 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 Appraiser may be credited towards the fees for a future non-licensed appraisal assistant up until the anniversary of the Effective Date of this Agreement.

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

NLAA 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 Appraiser under the terms and conditions of this Agreement. NLAA understands and agrees it is not authorized to use or distribute the MLSOK trade name, service marks and/or logo for any other purpose. NLAA 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.**

NLAA AND APPRAISER EXPRESSLY 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 NLAA AND APPRAISER. MLSOK DOES NOT WARRANT THAT THE MLSOK SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND MLSOK MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, 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, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. MLSOK DOES NOT WARRANT THAT THE MLS CONTENT IS ERROR-FREE, NOR THAT IT WILL MEET NLAA'S OR APPRAISER'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 NLAA, Appraiser, or anyone else for any direct, indirect, incidental, special, or consequential damages, lost profits, lost revenue, loss of goodwill, or cost of substitute service 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 NLAA or Appraiser 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 NLAA or Appraiser hereunder for the twelve (12) months immediately preceding the event giving rise to such claim.

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

NLAA and Appraiser 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 NLAA's MLS Login ID or unauthorized transfer or disclosure of the MLS Content would be speculative and difficult to quantify. Accordingly, as a material inducement to MLSOK to enter into this Agreement with NLAA, NLAA and Appraiser agree that in the event that NLAA transfers MLS Content to a third party, or any disclosure of NLAA'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, NLAA and Appraiser 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. NLAA AUTHORIZATION TO ENTER THIS AGREEMENT.**

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

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

In the event NLAA is affiliated with more than one Member or performs services on behalf of more than one Member, NLAA shall be solely responsible for any necessary or required disclosures to the undersigned Appraiser including, but not limited to, disclosures for accepting an obligation inconsistent or incompatible with NLAA's duties or the scope of services rendered to the undersigned Appraiser. NLAA 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 NLAA's employment by or affiliation with any Member(s).

#### **18. INDEMNIFICATION BY NLAA.**

NLAA and Appraiser 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 NLAA, including but

not limited to: (a) any unauthorized use of NLAA'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. NLAA and Appraiser shall assist MLSOK, at NLAA's or Appraiser'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 NLAA's access to the MLS Content, MLSOK Services, or MLSOK System and the termination of this NLAA Agreement.

**19. INJUNCTIVE REMEDIES.**

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

**20. LEGAL FEES AND COSTS.**

In the event MLSOK takes legal action against NLAA and MLSOK prevails in obtaining equitable relief or monetary damages, NLAA and Appraiser 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, NLAA and Appraiser agree to reimburse MLSOK for all such costs, expenses, and fees.

**21. MISCELLANEOUS.**

NLAA and Appraiser 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 Appraiser or NLAA 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 NLAA or Appraiser 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 APPRAISAL ASSISTANT AGREEMENT**  
SIGNATURE PAGE

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

**Non-Licensed Appraisal Assistant (NLAA):**

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

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

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

**MLSOK, Inc.**

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

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

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

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

**Appraiser Authorization:**

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

\_\_\_\_\_  
Signature of Authorizing Appraiser

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Facsimile

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

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

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