



MLS Technology, Inc.

SENTRILOCK SENTRIKEY REAL ESTATE APP USER AGREEMENT

IT IS HEREBY AGREED between MLS Technology, Inc. ("MLS Tech"), and MLS PARTICIPANT _____ ("Participant") and MLS PARTICIPANT'S LICENSEE _____ ("Licensee") which is limited to a "User" or "Unlicensed Assistant" as those terms are expressly defined in the MLS Tech Bylaws.

1. ACKNOWLEDGMENT: Participant and Licensee each acknowledge they have downloaded and intend to use the SentiKey Real Estate App and further acknowledge their obligation to comply with the terms and conditions of the SentiKey Real Estate App License Agreement.

2. TITLE TO SENTRIKEY: Participant and Licensee each acknowledge that the SentiKey Real Estate App shall be the sole property of SentiLock.

3. CURRENT UPDATE: Participant and Licensee each acknowledges that updates to the SentiKey Real Estate App as developed by SentiLock must be promptly installed for the App to function properly.

4. TERM OF AGREEMENT: The term of this Agreement begins on the date written below. The rights of Participant and Licensee to use SentiKey shall terminate on the date the Participant's membership in MLS Tech is terminated. Licensee's right to use the SentiKey shall also terminate on the date Licensee ceases to be affiliated with Participant. Failure of the Participant or the Licensee to comply with the terms and conditions of this Agreement or the SentiKey Real Estate App License Agreement may result in the termination of this Agreement.

5. SECURITY OF SENTRIKEY: Participant and Licensee each acknowledge that it is necessary to maintain security of the device to prevent use of the SentiKey App by unauthorized persons. Participant and Licensee each agree to the followings:

- To not allow his/her device on which the SentiKey App was downloaded to be used by any other person.
- To promptly notify MLS Tech of the loss or theft of the device on which the SentiKey App was downloaded.
- To follow all additional security procedures as adopted by MLS Tech or SentiLock.

6. DISCIPLINARY ACTION: Participant and Licensee each agree to be subject to the disciplinary rules and procedures of MLS Tech for violation of any provision of this Agreement. Discipline may include termination of the Participant's or Licensee's right to use the SentiKey App.

7. INDEMNIFICATION: Participant and Licensee each agree to indemnify and hold MLS Tech and all of its officers, directors, shareholders, staff and employees harmless from any and all losses, costs, expenses, claims, damages, injuries, accidents, or demands whatsoever resulting from loss, use or misuse of the SentiKey, including, but not limited to, any and all liabilities, including attorney's fees, incurred as a result of damage or injuries to property or persons arising out of or related to entry by any person into any property by the use of the SentiKey.

8. REIMBURSEMENT: Participant and Licensee each agree that, in the event MLS Tech shall prevail in any legal action brought by or against either the Participant or Licensee, or both, to enforce the terms of this Agreement, MLS Tech may be awarded reasonable attorney's fees in addition to any other relief awarded by the Court.

9. GOVERNING LAW: This Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Oklahoma, and venue for any action shall be Tulsa County, State of Oklahoma.

10. PARTIAL INVALIDITY: If any provision of this Agreement is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

11. DISCLOSURE TO CLIENTS: The Participant shall obtain written authorization from the owner of the property before placing a lockbox on the property and before the listing is inputted in MLS Tech's multiple listing service.

12. PARTICIPANT'S RESPONSIBILITIES:

- a. Participant warrants that Participant is both a licensed real estate broker and a Participant of MLS Tech.
- b. Participant warrants that Licensee either holds a valid real estate license or is an unlicensed assistant affiliated or associated with Participant.
- c. Participant agrees to enforce the terms of the Agreement with respect to any Licensee affiliated or associated with him/her and shall be responsible for the actions of the Licensee.
- d. Participant agrees to notify MLS Tech immediately, in writing, should the Licensee terminate his/her affiliation or association with Participant or in the event Licensee's license be transferred to another Participant.
- e. Participant agrees that he/she is jointly and severally liable, together with the Licensee, for all duties, responsibilities, obligations, liabilities and actions of the Licensee under this Agreement and understands that failure to follow the provisions of this Agreement may result in the loss of SentiKey App privileges and may result in MLS Tech terminating Participant's and Licensee's ability to use the SentiKey.

13. ENTIRE AGREEMENT:

This Agreement, together with any policies, rules and regulations adopted by SentiLock that may be amended from time to time, constitute the entire agreement between Participant, Licensee and MLS Tech with respect to the use of SentiLock SentiKey. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding.

Date of Agreement: _____

MLS Technology, Inc.

By _____

Licensee _____

Participant _____
(Authorized Signature)