

AFFORDABLE HOUSING PROVIDERS OF OKLAHOMA

Membership License Agreement

Paid members in good standing of the Affordable Housing Association of Oklahoma (legally, the Rural Rental Housing Association of Oklahoma, Inc.) hereafter the "AHPOK" may use the membership website and all AHPOK forms during the term of their active membership under the terms provided. Each member hereby acknowledges that they understand and agree to be legally bound by the terms and conditions of this license Agreement.

Active membership in the AHPOK includes a non-exclusive revocable nontransferable license, by individual member unit, to use the AHPOK RD Lease and associated forms, including electronic copies, and any educational and instructional written, audio, and visual materials located at the membership website (the "Materials"). This Forms license includes any new versions of the forms generated by you using the software during the period in which you are a paid member in good standing.

You understand and agree the copyrights and trademarks for the Materials and the Forms are either owned solely by the AHPOK, which has its principal place of business in the State of Oklahoma, and by purchasing a membership that includes non-exclusive revocable nontransferable licenses to use the Materials, you do not acquire any intellectual property rights to the Materials beyond those licenses. This includes but is not limited to the fact that you cannot resell, rebrand, or give away the Materials or Forms to third parties in any manner whatsoever.

You agree to keep confidential the proprietary formulas and copyrighted information you receive in the Materials and agree not to publish, resell, distribute, or summarize them for others' use in any way. You understand the Materials: (a) remain the sole and exclusive property of the AHPOK, which retains all rights thereto; (b) may not be resold by you or otherwise distributed with or without consideration; (c) will not be made available by you to any other person; (d) will not be reproduced or summarized in any manner; and (e) will be destroyed or returned to the AHPOK immediately upon demand should you violate any of these terms.

If the AHPOK requests destruction of the Materials upon termination of this license Agreement for any reason, you agree to furnish the AHPOK with an Affidavit of Destruction in a form satisfactory to the AHPOK acknowledging your destruction of all Materials in your possession within ten (10) business days of the termination.

If you violate the terms and conditions of this license Agreement, the AHPOK may pursue civil and/or criminal prosecution against you.

The term of this non-exclusive revocable nontransferable license to use the Materials extends only to the units covered under the membership and only as long as you remain a paid member of the AHPOK and shall cease immediately upon the earlier of the termination of your membership for nonpayment of the membership fees or upon your violation of the terms and conditions of this license.

You will not at any time during or after the effective term of this license Agreement, dispute or contest, directly or indirectly, the AHPOK's exclusive right and title to the Materials and/or the copyrights or the validity thereof. The AHPOK, however, makes no representation or warranty with respect to the validity of any trademark or copyright which may issue or be granted therefrom.

You acknowledge the Materials and the copyrights have acquired secondary meaning.

You agree your use of the Materials inures to the benefit of the AHPOK and you shall not acquire any rights in the Materials and/or the trademarks and copyrights.

Upon the expiration or termination of this license, you acknowledge all of the rights under this license Agreement shall forthwith terminate and immediately revert to the AHPOK and you shall immediately discontinue all use of the Materials and the like at no cost whatsoever to the AHPOK.

You recognize the value of the good will associated with the Materials and acknowledge the Materials, and all rights therein including the good will pertaining thereto, belong exclusively to the AHPOK.

The AHPOK shall have the sole and exclusive right, in its discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement. All sums recovered in any such lawsuits, whether by judgment, settlement or otherwise, in excess of reasonable attorneys' fees and other out of pocket expenses of such suit, shall be retained solely by the AHPOK.

You will fully cooperate with the AHPOK in the prosecution of any such suit against a third party and shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit.

If any part of this license Agreement is declared void, this license Agreement, to the maximum practicable extent, shall be construed without reference to that part. No term or provision of the Agreement shall be waived unless in writing and signed by the party waiving the provision, and any waiver shall apply only to the specific event or situation which it describes and shall not be continuing.

To the extent you have in any manner violated or threatened to violate the AHPOK's intellectual property rights, the AHPOK may seek injunctive or other appropriate relief in any state or United States federal court, and you consent to exclusive jurisdiction and venue in such courts. Use of the Membership website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the AHPOK as a result of this Agreement or use of the Membership website, Materials, and/or services.

The AHPOK's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of the AHPOK's right to comply with governmental, court and law enforcement. If any provision is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma. You agree any legal action or proceeding by you against the AHPOK for any purpose will be submitted by you to confidential binding arbitration in the city where AHPOK has its principal place of business. Judgment upon the award rendered by arbitration may be entered in any court with jurisdiction to do so. Any such claim brought by you under this Agreement may not be aggregated with other claims by you or third parties against the AHPOK.

No waiver by the AHPOK of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this license Agreement.

You fully understand and agree the license granted hereunder is personal to you and shall not be assigned by any act by you or by operation of law unless with the written consent of the AHPOK.

This license Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license Agreements between the parties, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This license Agreement shall take precedence over any other documents which may be in conflict with this Agreement.

This membership license agreement was last updated on September 12, 2019.

ACKNOWLEDGED ON BEHALF OF ALL ASSOCIATED MANAGER/OWNER ENTITIES AND EMPLOYEES:

(Member Signature)

(Date)