Sub-Lease/License Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into by and between the Organization and Keyholder shown on page 4 of this Agreement on the date set forth therein.

Keyholder and Organization agree as follows:

1. LEASE AND LICENSE
   a. **XpressKEY.** If selected, Organization leases to Keyholder, and Keyholder leases from Organization, the XpressKEY (the "XpressKEY") (which may be new or refurbished). The equipment and software incorporated in the XpressKEY enables Keyholder to obtain a current update code; open and perform other keybox ("iBox") functions; and upload property-showing data.
   b. **eKEY Professional or Basic Software.** If selected, Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Professional or Basic Software (the "eKEY"). The eKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.
   c. **Network.** Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"); the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. ("Supra"), which is necessary for the use and operation of the XpressKEY or eKEY (collectively, "Key") for the Term shown on page 4 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra (the "Software") for the Term.

2. SERVICE
   a. The Software, the equipment incorporated in the XpressKEYs (collectively, "Equipment"); Network; and KIM Database are collectively, "Service."
   b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below.** Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement. Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder’s use of the Service.
   c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.
   d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other Supra product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

3. TERM
   This Agreement shall commence on the date set forth in the signature block and have a term ("Term") until the date set forth on page 4, unless terminated earlier or extended pursuant to the provisions of this Agreement.

4. PAYMENTS
   a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**
   b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.
   c. Organization reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late
fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.

No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. The cost for replacing Equipment that is lost, damaged or destroyed and the damages to be paid by Keyholder for failing to return the Equipment upon termination of this Agreement is: XpressKEY - $249.00; XpressKEY screen - $40.00. Replacements may be refurbished Equipment.

That neither Organization nor Supra shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.

That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.

That Keyholder will indemnify, defend and hold harmless Organization and/or Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys’ fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or Supra in such proceeding.

To provide Organization and Supra with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

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required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.

e. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization’s rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

10.  ARBITRATION; LITIGATION  Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where Organization is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney’s fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney’s fees in such action or any appeals.

11.  NOTICES  All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

12.  TERMINATION  

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.

b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).

c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

13.  WARRANTY  The Equipment and Software are warranted by Supra against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder’s sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

14.  GENERAL PROVISIONS  

a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Equipment and use of the Service.

b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties’ execution of this Agreement.

c. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.

f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.

g. This Agreement shall be governed by the laws of the State in which Organization is located.
This is a legal document. Execution of this Agreement, including the preceding 3 pages in addition to this page, shall obligate the parties to perform as provided herein.

Sub-Lease/License Agreement – Page 4
San Mateo County Association of REALTORS®, Inc.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth herein.

For Keyholder:
By: __________________________
Printed Name: __________________________
Company: __________________________
Mailing Address: __________________________
City, State, & Zip Code: __________________________
Email Address: __________________________
Phone Number: __________________________
Date: __________________________
Agent ID: __________________________

For Organization:
By: __________________________
Title: __________________________

TERM OF AGREEMENT:

The term of this Agreement commences on the date set forth in the signature block and ends on June 4, 2025 unless terminated earlier as provided in Section 12 of the Agreement.

LEASED AND LICENSED PRODUCT INFORMATION:

Returned Key Serial #: __________________________

New Key Serial #:

☐ XpressKEY: __________________________ or
☐ eKEY Basic Software: __________________________ or
☐ eKEY Professional Software: __________________________
Key Agreement for Supra Key

Agent’s Name (HOLDER)  Office Name

Please Print  Please Print

The PARTICIPANT or subscriber/HOLDER who signs this agreement is authorized to be the exclusive holder of Key #____________________ . This authorization will continue as long as HOLDER complies with all the terms and conditions of this agreement; and in the event of any default by HOLDER, in addition to any other penalties assessed hereunder, the Key will be electronically deactivated without further notice. The participant who signs this agreement on behalf of the HOLDER unconditionally guarantees the full and prompt performance of this entire agreement. This agreement may be enforced by MLSListings, Inc. or San Mateo County Association of REALTORS® (SAMCAR) as appropriate.

PURPOSE: HOLDER shall use the Key only for the purpose of gaining authorized entry into real property on which a System KeySafe has been installed.

SECURITY OF DISPLAYKEY: HOLDER acknowledges that it is necessary to maintain security of the Key to prevent its use by unauthorized persons. Consequently, HOLDER agrees:

A) To keep the Key in the HOLDER’s possession or in a safe place at all times and at all times to be accountable for the Key.
B) Not to allow the HOLDER’s personal identification number (PIN) to be attached to the Key nor be disclosed to any third party.
C) Not to loan the Key to any person, for any purpose whatsoever, or permit the Key to be used by any other person.
D) Not to assign, transfer or pledge this Key Agreement.
E) To possess only one Entry Card which allows the same access, regardless of subscriptions with MLSListings, Inc. and with other MLSs. If the HOLDER is found in violation, then the second Entry Card will be deactivated and any Entry Card payments relinquished.

I certify that the above Key is my only active SUPRA key.

Agent’s Signature (HOLDER): _________________________________________

PAYMENT OBLIGATIONS: In consideration of this agreement, HOLDER agrees to remain current on all financial obligations to MLSListings, Inc. and all financial obligations to SAMCAR, including all dues, fees, and such other charges as are established from time to time by MLSListings, Inc. and by SAMCAR. Failure to remain current on HOLDER’S obligations will result in deactivation of the Key without further notice.

INDEMNITY: HOLDER indemnifies and holds harmless MLSListings, Inc. and SAMCAR from any and all claims arising out of HOLDER’s possession and use of Key; and further agrees to reimburse MLSListings, Inc. and/or SAMCAR for all expenses incurred in enforcing the terms of this agreement, including attorney’s fees.
LIQUIDATED DAMAGES: HOLDER agrees that the damages arising from any unauthorized use of the Key are extremely difficult to ascertain, and HOLDER therefore agrees that the damages for any such unauthorized use shall be liquidated in the amount of one thousand dollars ($1,000) and the damages for attaching a PIN code to the Key shall be five hundred dollars ($500). HOLDER’s DisplayKey will be turned off until such time as liquidated damages are paid in full. Holder shall be entitled to a hearing under SAMCAR hearing procedures to show cause why such liquidated damages should not be imposed.

CRIMINAL PENALTIES: Take notice that any unauthorized use of the Key to enter a residence is a crime punishable by a fine and imprisonment under California Penal Code 602.5.

KEY FEES: HOLDER agrees to pay the fees established by SAMCAR for the use of the Key and the use of the Key System, which are listed below at prevailing rates but may be from time to time amended:

<table>
<thead>
<tr>
<th>Service</th>
<th>SAMCAR Member</th>
<th>Non-member</th>
</tr>
</thead>
<tbody>
<tr>
<td>eKEY Fee</td>
<td>$275.00</td>
<td>$495.00</td>
</tr>
<tr>
<td>Non-refundable annual fee.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paid annually in advance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XpressKEY Fee</td>
<td>$350.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>XpressKEY Deposit</td>
<td>$350.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>XpressKEY Replacement</td>
<td>$249.00</td>
<td>$249.00</td>
</tr>
<tr>
<td>Replacement fee for lost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>XpressKEY is refundable</td>
<td></td>
<td></td>
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<tr>
<td>if key is found &amp; returned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>within 30 days.</td>
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</tr>
</tbody>
</table>

HOLDER must return Key to SAMCAR within forty-eight (48) hours of demand from SAMCAR, or within forty-eight (48) hours of the occurrence of any of the following events:

A) The termination of PARTICIPANT’s and/or HOLDER’s participation in MLSListings, Inc..
B) The failure of PARTICIPANT and/or HOLDER to pay MLS fees or Key fees when due.
C) The termination of HOLDER’s association with the below named PARTICIPANT.
D) The termination of PARTICIPANT’s and/or HOLDER’s activity as a licensed real estate broker or salesperson for whatever reason, including revocation or suspension of a valid real estate license, or in the event of death of the HOLDER.
   In the event of death of HOLDER, within an appropriate time period HOLDER’s heirs and/or personal representative shall surrender the Key to SAMCAR.
E) The improper or unauthorized use of the Key by HOLDER or its use by any person other than HOLDER.

Agent’s Signature (HOLDER)  Today’s date  Broker’s signature (PARTICIPANT)

__________________________      ___________                      ____________________________
Office Name                                                             Broker Code