

Realcomp II Ltd.

SentriLock™ User Agreement

THIS USER AGREEMENT ("AGREEMENT") IS HEREBY MADE BETWEEN REALCOMP II LTD. (Realcomp), AND

SUBSCRIBER: _____ ID# _____
(Name of Subscriber)

The parties agree as follows:

1. DEFINITIONS:

- a. "Subscriber" means a Realtor® who is a full, paying Subscriber to Realcomp's products and services.
- b. "Shareholder" refers to the Boards/Associations that are the Shareholders of Realcomp.
- c. "Lockbox(es)" refers to the SentriLock™ electronic Lockbox.
- d. "Lockbox System" refers to the SentriLock™ accompanying apps for use with the Lockbox, together with the Lockbox(es).
- e. "Lockbox Policies" are the Realcomp Lockbox Policies which apply to any and all use of the Lockbox and the Lockbox System. Subscribers must agree prior to using the Lockbox and the Lockbox System.
- f. "Agreement" is this User Agreement.

2. LICENSE TO USE: Realcomp grants to Subscriber a revocable, non-exclusive and non-transferable license to use the Lockbox System in connection with the Subscriber's real estate services ("License to Use").

3. SENTRILOCK™ LOCKBOX: In connection with the License to Use, Subscriber shall be issued Lockboxes. Subscriber acknowledges that any Lockboxes in its possession shall remain the sole property of Realcomp and shall be returned upon termination of this Agreement.

4. TERM: The term of this Agreement begins on the date of the execution of this Agreement and ends on the date that the Subscriber's subscription with Realcomp is terminated and returns any Lockbox(es) to Realcomp or his/her broker, unless this Agreement is terminated earlier in accordance with Section 11 hereof.

5. LOCKBOX POLICIES: The Subscriber shall comply with all policies, rules and procedures of Realcomp and its Shareholders, including but not limited to those policies, rules and procedures set forth in the Lockbox Policies.

6. INDEMNIFICATION: The Subscriber agrees to indemnify and hold harmless Realcomp and its Shareholders and all of their respective officers, directors, members, agents and employees (the "Indemnified Parties") from any and all loss, cost, expense, claims or demands whatsoever from Subscriber's use of the Lockbox System, including, but not limited to, any and all losses incurred by the Indemnified Parties as a result of damage or injuries to property or persons arising out of entry by any person into any premises by access to or use of a Lockbox issued to Subscriber. The indemnity expressly includes any and all legal fees incurred by any of the Indemnified Parties in defending any claim or action brought.

The Subscriber further agrees to indemnify and hold harmless the Indemnified Parties from any and all costs or expenses incurred by the Indemnified Parties in investigating any claim arising out of entry by any person into any premises by any unauthorized access to or use of a Lockbox issued to Subscriber.

In addition, the Subscriber shall be responsible for any and all costs incurred to repair, replace, augment or otherwise modify the Lockbox System resulting from entry by any person into any premises by unauthorized access to or use of a Lockbox issued to Subscriber. Realcomp and its Shareholders will consider each case on its own individual merits prior to charging and/or assessing Subscriber for such costs as stated herein.

7. TERMINATION UPON FAILURE TO INDEMNIFY: Subscriber agrees that, in the event that Realcomp or its Shareholders incurs any cost or expense and claims indemnification pursuant to Paragraph 6, failure on the part of the Subscriber to satisfy any demand for indemnification as made by Realcomp or its Shareholders shall result in the immediate suspension of the Subscriber from Realcomp or its Shareholders until the amount sought by Realcomp or its Shareholders has been satisfied or on other such terms as determined by the Board of Governors/Directors of Realcomp or its Shareholders to be fair and just.

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- 8. DISCLAIMER OF WARRANTIES:** Realcomp and its Shareholders are not the manufacturers, suppliers or dealers of or in the Lockbox System. Accordingly, Realcomp and its Shareholders make no warranties, expressed or implied, regarding the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the Lockbox System, or any components thereof, or their materials or workmanship. Realcomp and its Shareholders further disclaim any liability for loss, damage, or injury to Subscriber or third parties as a result of any defects, latent or otherwise, in the Lockbox System, whether arising from Realcomp's or Shareholders' negligence or application of the laws of strict liability. As to Realcomp and its Shareholders, Subscriber takes possession of any and all Lockboxes issued to it "AS IS".
- 9. GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Michigan, United States of America. The parties hereby consent to the exclusive jurisdiction and venue of the courts of Oakland County, State of Michigan, United States of America.
- 10. PARTIAL INVALIDITY:** If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.
- 11. SUBSCRIBER'S RESPONSIBILITIES:**
- a. Subscriber warrants that it is an active user in good standing with Realcomp and its Shareholder(s).
 - b. Subscriber agrees to abide by the terms of the Agreement and understands that it is not relieved of any responsibility or obligation by the mere fact of such disassociation with Realcomp and its Shareholders.
 - c. Subscriber agrees not to misuse, abuse, tamper, deface, cosmetically change, or attempt to open, alter, modify, attach, dismantle or repair the Lockbox System (with the exception of opening the battery door for battery replacement).
- 12. FAILURE TO COMPLY:** In the event that Subscriber breaches any of the terms, policies or rules set forth in this Agreement or the Lockbox Policies, Realcomp may, at its election, (1) terminate this Agreement; (2) revoke access to the Lockbox System; or (3) subject Subscriber to fines or other penalties as determined by Realcomp.
- 13. USE OF PRONOUNS:** Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in context require.

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This Agreement, together with the Lockbox Policies, expresses the entirety of the understanding between the Subscriber and Realcomp and its Shareholders with respect to the Lockbox System. This Agreement, together with the Lockbox Policies, supersedes any and all other agreements, either oral or in writing, relating to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. Realcomp reserves the right to amend or modify the Lockbox Policies and the terms of this Agreement at any time with notice to its subscribers.

Dated: _____

By: _____
Subscriber