

## **SENTRILOCK SYSTEM ACCESS AGREEMENT**

**THIS SENTRILOCK SYSTEM ACCESS AGREEMENT** (this “Agreement”) is entered into by and between Realtracs, Inc., a Tennessee corporation (“Realtracs”), and the individual whose signature appears below (the “Access Holder”), and is made effective on the date this Agreement is signed by Realtracs (the “Effective Date”).

**RECITALS:** Realtracs provides the SentiLock Lockbox System and SentiKey Application (the “System”) to real estate agents and brokers. The System provides access to property keys so that Access Holders may show a property to potential buyers and conduct other authorized functions to facilitate the sale of the property. The System records and maintains a history of the access activity that can be obtained by the lockbox owner. Access Holder desires to enter into this Agreement with Realtracs for use of and access to the System under the terms and conditions set forth herein.

**Section 1. Access.** Realtracs hereby grants Access Holder access to one SentiKey digital credential (the “App Access”), which will be assigned to Access Holder in the System, and a personal identification number (the “PIN”) in order to access and use the System (the App Access and the PIN are, collectively, the “Access Items”).

**Section 2. Limitations; Consent; Title.** Access Holder hereby acknowledges that use of the Access Items is expressly limited to: (a) personal use only by the Access Holder, (b) access and use of the System to show property for sale, (c) access to the property after an offer to purchase has been accepted solely to conduct the functions necessary to finalize the purchase, and (d) only with the written consent of the owner or other appropriate persons of any property listed for sale. Access Holder further acknowledges that title to the Access Items shall be and remain the sole property of Realtracs. In addition, Access Holder acknowledges and agrees that use of the Access Items is also subject to the Realtracs Rules.

**Section 3. Representation and Warranty.** Access Holder hereby represents and warrants that, as of the date hereof, Access Holder is (a) a licensed real estate broker or affiliate broker or licensed or certified appraiser, and (b) a Realtracs user in good standing.

**Section 4. Access Fee; Payment.** The fee for Access Holder’s use of the Access Items is available from Realtracs, which may modify the fee upon 30 days’ written notice (the “Access Fee”). Upon execution of this Agreement, Access Holder shall pay Realtracs a pro-rated amount of the Access Fee equal to the number of months in the initial term of this Agreement. Thereafter, Realtracs shall invoice Access Holder annually for the full Access Fee, and Access Holder shall pay Realtracs within thirty (30) days of the date of the invoice.

**Section 5. Term.** The initial term of this Agreement shall commence on the Effective Date and shall expire on the last day of the next February. Thereafter, this Agreement shall automatically renew for additional one (1) year periods unless terminated earlier as provided herein.

**Section 6. Termination.** Realtracs or Access Holder may terminate this Agreement without cause upon ten (10) days prior notice to the other party. Realtracs may terminate this Agreement immediately upon notice to Access Holder for any breach of any representation or warranty or breach of any covenant or agreement made or to be performed by the Access Holder pursuant to this Agreement or with respect to any wrongful and/or negligent act or omission of the Access Holder.

**Section 7. Automatic Termination.** This Agreement and Access Holder’s access to the Access Items and System shall automatically terminate immediately and without notice upon the occurrence of any of the following: (a) Access Holder fails to pay any Access Fee when due; (b) termination of Access Holder as an active participant in good standing with Realtracs; (c) Access Holder ceases to be affiliated with a broker who is a participant in Realtracs; (d) Access Holder ceases to hold an active real

estate license or appraisal license or certification; (e) death of the Access Holder; or (f) Access Holder is granted a fee waiver with Realtracs.

**Section 8. Effect of Termination.** Immediately upon termination of this Agreement for any reason, Access Holder shall immediately cease use of App Access and their PIN, and any further use shall constitute a trespass.

**Section 9. Security of Access Items.** Access Holder hereby acknowledges that Access Holder shall: (a) keep the Access Items in Access Holder’s possession, or in a secure place, at all times; (b) notify Realtracs immediately of the loss, breach, or theft of any Access Items; and (c) follow additional procedures as specified by Realtracs. Access Holder shall not: (x) loan or permit the use of the Access Items by any other person; (y) attempt to duplicate or share login credentials; or (z) tamper with or attempt to modify any part of the System or App Access.

**Section 10. Indemnification.** Access Holder hereby agrees to indemnify, defend, and hold harmless Realtracs and its affiliates, controlling persons, directors, officers, employees, representatives, agents, partners, and assigns from and against any suits, actions, claims, losses, payments, liabilities, obligations, judgments, costs and expenses relating to, based upon, arising out of, or otherwise in respect to any breach of this Agreement by Access Holder, or to the use or misuse of the Access Items or the System, regardless of how occurring and regardless of whether such claim or demand is ultimately sustained. Should Realtracs be a named party in a lawsuit as described in this Section, Realtracs shall have the right to be defended by counsel of Realtracs’ choosing, whose fees and costs shall be paid by Access Holder. Access Holder shall pay any and all amounts owed to Realtracs pursuant to this Section 10 within ten (10) days of receipt of written demand therefor. The obligations of Access Holder pursuant to this Section shall remain in full force and effect throughout the term of this Agreement and shall survive its termination.

**Section 11. Relationship.** No provision of this Agreement shall cause Access Holder or Realtracs to be deemed the employee, agent, or partner of the other.

**Section 12. No Warranty; Limitation of Liability.** REALTRACS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SYSTEM OR THE ACCESS ITEMS. ALL WARRANTIES FOR ANY PURPOSE ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE DEALING OR TRADE USAGE. IN NO EVENT SHALL REALTRACS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATSOEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF REALTRACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AMOUNT OF DAMAGES PAYABLE BY REALTRACS FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY ACCESS HOLDER TO REALTRACS UNDER THIS AGREEMENT.

**Section 13. Not Security System; Consent of Owner.** Access Holder hereby acknowledges that the System and the Access Items are not a security system. They are neither alarmed nor can they prevent entry into a location. Access Holder shall obtain specific written authorization from the seller of the property before placing a lockbox on such property. Access Holder agrees that extreme care shall be taken by Access Holder to ensure that the

lockbox and all doors on any property entered by Access Holder through the use of the Access Items shall be locked when Access Holder leaves the property. Neither SentiLock nor Realtracs represent or warrant that the System may not be compromised or circumvented or that the System will prevent any loss by burglary or other criminal action. Access Holder hereby acknowledges that Realtracs, Inc. shall not be liable for any loss of property due to any unauthorized entry of the property, and Access Holder shall indemnify Realtracs from any claims arising therefrom as further described in Section 10.

**Section 14. Transfer; Assignment.** Access Holder shall not sell, assign, transfer, or pledge ("Transfer"), nor attempt to Transfer the Access Items, the PIN, this Agreement, or any of Access Holder's rights, duties or obligations under this Agreement without the prior written consent of Realtracs.

**Section 15. Waiver of Breach.** The failure of either party to enforce at any time the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be constituted to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

**Section 16. Notices.** Notices, requests, and other communications pursuant to this Agreement shall be given in writing by personal delivery, by prepaid first class registered or certified mail properly addressed with appropriate postage paid thereon, or by facsimile transmission, and shall be deemed to be duly given and received on the date of delivery if delivered personally, on the second day after deposit in the United States Mail if mailed, or upon acknowledgment of receipt of electronic transmission if sent by facsimile. In addition, Realtracs may send notices and other communications (including invoices) to Access Holder by email, provided that notice by email will be

effective only upon confirmation of receipt. Notices shall be sent to the parties at the following address:

If to Access Holder: Access Holder's office address on file with Realtracs.

If to Realtracs: Realtracs, Inc.  
301 Seven Springs Way, Suite 100  
Brentwood, Tennessee 37027  
Attn: Stuart White, President

**Section 17. Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 18. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. All actions, suits, or other proceedings with respect to this Agreement shall be brought only in a court of competent jurisdiction sitting in Davidson County, Tennessee, or in the Federal district court having jurisdiction over that county.

**Section 19. Severability.** In the event any portion of this Agreement is declared illegal or found to be illegal or unenforceable, all other terms of this Agreement shall remain in full force and effect and shall be enforced in accordance with their terms.

**Section 20. Entire Agreement; Amendments.** This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior and/or contemporaneous agreements and understandings between the parties, written or oral, with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter hereof other than those expressly set forth herein. This Agreement may be amended only by a written instrument duly executed by both parties or their respective successors or assigns.

#### ACCESS HOLDER:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

Realtracs UserName (login): \_\_\_\_\_

#### REALTRACS:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Authorized Signer (please print)

\_\_\_\_\_  
Date