

## SENTRILOCK SYSTEM ACCESS AGREEMENT

**IMPORTANT: Please read this SentiLock System Access Agreement (this “Agreement”)** carefully. It is a legal agreement between you (“Cardholder”) and RealTracs, Inc. (“RealTracs”) and is made effective immediately upon accepting the agreement with your electronic signature (the “Effective Date”).

**CARDHOLDER AGREES THAT THIS AGREEMENT IS ENFORCEABLE TO THE SAME EXTENT AS ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY CARDHOLDER.**

**RECITALS:** RealTracs provides the SentiLock REALTOR® Lockbox System (the “System”) to real estate agents and brokers. The System provides access to property keys so that cardholders 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. Cardholder 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 Cardholder access to one Smart Card (the “Card”), which will be assigned to Cardholder in the System, and a personal identification number (the “PIN”) in order to access and use the System (the Card and the PIN are, collectively, the “Access Items”).

**Section 2. Limitations; Consent; Title.** Cardholder hereby acknowledges that use of the Access Items is expressly limited to: (a) personal use only by the Cardholder, (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 and/or other appropriate persons of any property listed for sale. Cardholder further acknowledges that title to the Access Items shall be and remain the sole property of RealTracs. In addition, Cardholder acknowledges and agrees that use of the Access Items is also subject to the RealTracs Rules and Regulations.

**Section 3. Representation and Warranty.** Cardholder hereby represents and warrants that, as of the date hereof, Cardholder 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 annual access fee for Cardholder’s use of the Access Items is one hundred twenty dollars (\$120.00) (the “Access Fee”). Upon execution of this Agreement, Cardholder 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 Cardholder annually for the full Access Fee, and Cardholder 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 Cardholder 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 Cardholder for any breach of any representation or warranty or breach of any covenant or agreement made or to be performed by the Cardholder pursuant to this Agreement or with

respect to any wrongful and/or negligent act or omission of the Cardholder.

**Section 7. Automatic Termination.** This Agreement and Cardholder’s access to the Card and System shall automatically terminate immediately and without notice upon the occurrence of any of the following: (a) Cardholder fails to pay any Access Fee when due; (b) termination of Cardholder as: (i) an active member in good standing with an Association of REALTORS®, through which Cardholder is eligible to be a participant in the Multiple Listing Service; or (ii) an active participant in good standing with RealTracs; (c) Cardholder ceases to be affiliated with a broker who is a participant in RealTracs; (d) Cardholder ceases to hold an active real estate license or appraisal license or certification; (e) death of the Cardholder; or (f) Cardholder is granted a fee waiver with RealTracs.

**Section 8. Effect of Termination.** Immediately upon termination of this Agreement for any reason, Cardholder shall immediately cease use of the Card and his/her PIN, and any further use shall constitute a trespass.

**Section 9. Security of Access Items.** Cardholder hereby acknowledges that Cardholder shall: (a) keep the Access Items in Cardholder’s possession, or in a secure place, at all times; (b) notify RealTracs immediately of the loss or theft of any Access Items; and (c) follow additional procedures as specified by RealTracs. Cardholder shall not: (v) allow the PIN to be attached in any manner whatsoever to the Card; (w) disclose the PIN to any other person; (x) loan or permit the use of the Card or the PIN by any other person; (y) duplicate the Card or allow any other person to do so; or (z) tamper with or attempt to modify the Card.

**Section 10. Current Update.** Cardholder acknowledges that the Card expires at regular intervals, as determined by RealTracs, prohibiting further use of the Card until it is updated by placing the Card in a card reader or by another authorized method.

**Section 11. Card Exchanges.** SentiLock may at its discretion require RealTracs to replace the Cards used by RealTracs and its authorized Cardholders with replacement Cards compatible with the System. RealTracs shall make the exchange of Cards at no cost to the Cardholder, unless the exchange is necessary due to Cardholder loss or negligence.

**Section 12. Inspection/Audit.** Upon reasonable request by RealTracs, Cardholder shall make the Card available for inspection at RealTracs’ office on such day and, at such time during business hours, as reasonably determined by RealTracs.

**Section 13. Indemnification.** Cardholder 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 Cardholder, 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 Cardholder. Cardholder shall pay any and all amounts owed to RealTracs pursuant to this Section 13 within ten (10) days of receipt of written demand therefor. The obligations of Cardholder pursuant to this Section shall remain in full force and effect throughout the term of this Agreement and shall survive its termination.

**Section 14. Relationship.** No provision of this Agreement shall cause Cardholder or RealTracs to be deemed the employee, agent, or partner of the other.

**Section 15. 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 CARDHOLDER TO REALTRACS UNDER THIS AGREEMENT.

**Section 16. Not Security System; Consent of Owner.** Cardholder 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. Cardholder shall obtain specific written authorization from the seller of the property before placing a lockbox on such property. Cardholder agrees that extreme care shall be taken by Cardholder to ensure that the lockbox and all doors on any property entered by Cardholder through the use of the Access Items shall be locked when Cardholder 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. Cardholder hereby acknowledges that MRTMLS shall not be liable for any loss of property due to any unauthorized entry of the property, and Cardholder shall indemnify RealTracs from any claims arising therefrom.

**Section 17. Transfer; Assignment.** Cardholder shall not sell, assign, transfer, or pledge ("Transfer"), nor attempt to Transfer the Card, the PIN, this Agreement, or any of Cardholder's rights, duties or

obligations under this Agreement without the prior written consent of RealTracs.

**Section 18. 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 19. 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 Cardholder 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 Cardholder: Cardholder's office address on file with RealTracs.

If to RealTracs: RealTracs, Inc.  
301 Seven Springs Way, Suite 200  
Brentwood, Tennessee 37027  
Attn: Stuart White, President

**Section 20. 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 21. 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 22. 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 23. 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.