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ALL ATTACHMENTS ARE PART OF THIS SUB-LEASE/LICENSE. PLEASE READ THEM BEFORE SIGNING.

NORTHERN NEVADA REGIONAL MLS, INC.
Sub-Lease/License Agreement and Lockbox System Use Agreement

This Sub-Lease/License Agreement and Lockbox System Use Agreement ("Agreement") is entered into by and between the Northern Nevada Regional MLS Inc. and Member shown on page 6 of this Agreement on the date set forth therein.

This document constitutes an agreement between the Northern Nevada Regional MLS Inc., a Nevada Corporation ("NNRMLS");

_____ (Broker's Company Name), a Member of the Northern Nevada Regional Multiple Listing Service (NNRMLS), and _____, ("Member"), regarding the use by the Member of an electronic keybox system operated by the NNRMLS under license from Carrier Fire & Security Americas Corporation ("Supra").

WHEREAS:

- A. The NNRMLS has contracted with Supra to license and use the UTCFS (Supra) network network (the "System").
- B. The Member has opted to initiate a non-exclusive, non-transferable sub-license/lease from NNRMLS to use the System, either directly or through the Member's local association (acting as a Service Center), an iBox and/or eKEY product pursuant to the terms and conditions of this Agreement.
- C. The NNRMLS wishes to make its Member ultimately responsible for the use and safekeeping of the System.

NOW, THEREFORE:

The NNRMLS hereby sub-licenses to the Member access to the System on the following terms and conditions:

1. LICENSE AND LEASE:

- a. **eKEY Professional or Basic Software.** In consideration of the sum of \$ _____ including taxes, paid to NNRMLS or the Member's local service center (if applicable), NNRMLS does hereby license and assign the above-noted eKEY and its personal identification number ("PIN") to Member to be held and used by Member in accordance with this Agreement. If selected, NNRMLS grants to Member, 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 Member 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.
 - i. **eKEY Professional Software:** Enables Member to obtain a current update code for the eKEY; to open and perform other iBox functions; to download, view, sort, and query multiple listing service data and agent roster data; and to upload, download, view, sort, and query property showing data.
 - ii. **eKEY Basic Software:** Enables Member to obtain a current update code for the eKEY; to open and perform other iBox functions; and to upload property showing data.
- b. **iBox BT LE.** If applicable, NNRMLS leases to Member for the Term, and Member agrees to lease, iBox BT LE units ("iBoxes").
- c. **Network.** NNRMLS grants to Member (i) a limited non-exclusive, non-transferable, revocable sub-license to use the System, the use of which NNRMLS licenses from Carrier Fire & Security Americas Corporation ("Supra"), which is necessary for the use and operation of the eKEY for the Term shown on page 6 of this Agreement.

2. SERVICE:

- a. The Software, the equipment incorporated in the iBoxes (if applicable) ("Equipment"); System; and KIM Database are collectively referred to as the "Service."
- b. Member understands that, in order to make the Service available to Member, NNRMLS and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to NNRMLS. Member 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 Member and this Agreement will terminate in accordance with Section 25 below. Member agrees that, under the terms of the Master Agreement, NNRMLS 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 Member and NNRMLS under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Member and NNRMLS with respect to the Service are governed solely by the terms and conditions of this Agreement. Member understands that failure of NNRMLS to perform its obligations under the Master Agreement may detrimentally affect Member'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 upon the provision of one (1) year prior written notice to NNRMLS. 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, NNRMLS 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. No loss, damage or destruction to eKEY, Software or to any other item included with the Service which has been provided to Member, shall relieve Member of any obligation under this Agreement.
- d. Member 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 NNRMLS and/or its MLS system. By executing this Agreement, Member agrees to maintain the security of the PIN of each piece of Equipment to prevent the use of the Equipment by unauthorized persons.

3. **TERM:** This Agreement shall commence on the date set forth in the signature block and continue through the date shown on page 6 (the "Term"), unless terminated earlier or extended pursuant to the provisions of this Agreement.

4. **ELIGIBILITY:** NNRMLS may refuse to sell or lease lockbox keys, may terminate existing key lease agreement, and may refuse to activate or reactivate any key held by an individual who has become ineligible due to conviction of a crime within the past seven (7) years. If Member has been convicted of a crime within the past seven (7) years, the NNRMLS shall review the Member's conviction to determine if the conviction(s) relates to the real estate business or puts clients, customers or other real estate professionals or property at risk for example through dishonest, deceptive or violent acts. If the NNRMLS determines that a Member is not eligible based upon a conviction, NNRMLS shall give Member an opportunity to provide and the NNRMLS shall consider mitigating factors related to the Member's criminal history, including but not limited to factors such as:
- i. The Member's age at the time of the conviction(s)
 - ii. Nature and seriousness of the crime
 - iii. Extent and nature of past criminal activity
 - iv. Time elapsed since criminal activity was engaged in
 - v. Rehabilitative efforts undertaken by the Member since the conviction(s)
 - vi. Facts and circumstances surrounding the conviction(s) and
 - vii. Evidence of current fitness to practice real estate

NNRMLS may suspend the right of Members to use lockbox keys if Member becomes ineligible due to an arrest and prior to a final determination on any such charge if in the determination of NNRMLS the charge relates to a crime that relates to the real estate business or put clients, customer, other real estate professionals or property at risk. The Member may contest a determination of ineligibility by requesting a hearing with no fewer than three (3) of the NNRMLS Board of Trustees (the "Panel") within seven (7) days of the action being taken. The decision of the Panel shall be final.

HAVE YOU BEEN CONVICTED OF A CRIME WITHIN THE PAST SEVEN (7) YEARS? Yes No _____ initial

5. **SECURITY OF eKEY:** The Member acknowledges that it is necessary to maintain security of the eKEY to prevent its use by unauthorized persons. Consequently, the Member agrees:
- a. To keep the eKEY in Member's possession at all times.
 - b. To not allow Member's PIN to be attached to the eKEY or to be revealed to any unauthorized person.
 - c. To not loan the eKEY to any person, whether or not a real estate licensee, for any purpose whatsoever.
 - d. To not duplicate the eKEY or allow any other person to do so.
 - e. To not assign, transfer or pledge this Agreement or the eKEY.
 - f. To immediately notify NNRMLS, either directly or through the Member's local service center, in writing of the loss or theft of the eKEY and circumstances surrounding such loss or theft; this statement must be filed at the NNRMLS or the Member's local service center prior to issuance of a replacement eKEY and payment of any applicable fees.
 - g. To follow all additional security procedures as specified by NNRMLS.
 - h. To not damage or deface the eKEY.
6. **LOST KEY/ REPLACEMENT KEY:** If the eKEY is ever lost or stolen, the Member agrees that the eKEY shall immediately be deactivated by NNRMLS and/or the Member's local service center (if applicable). No loss, damage or destruction to eKEY Software or to any other item included with the Service which has been provided to Member, shall relieve Member of any obligation under this Agreement. Upon filing an affidavit of a lost/stolen eKEY, Member may license a new eKEY from the NNRMLS or Member's local service center by paying the then current replacement fee.
7. **STATUS:** Member must in good standing with NNRMLS in order to use the System. For clarification, failure to maintain the status of member in good standing will constitute an event of default under this agreement. Additionally, if BROKER/HOLDER fails to maintain active membership with the NNRMLS, Broker's eKEY and eKEYS of all licensees affiliated with the inactive broker will be inactivated. eKEYs must be returned as provided herein. Even though inactivated by NNRMLS, eKEY users will continue to be subject to the terms and conditions of this agreement until terminated.
8. **CURRENT UPDATE CODE:** Member acknowledges that the eKEY remains continuously updated as long as it establishes connection with the System. If an eKEY expires while out of service range, it can be manually updated through KIMVoice, KIMWeb or UTCFS Support. Immediately upon return to service range, the key will resume continuously updating. **Update codes will only be issued to a Member who is in good standing with NNRMLS (if applicable).**
9. **BROKER RESPONSIBILITY:** BROKER confirms that BROKER is both a licensed Real Estate Broker or Appraiser in the State of Nevada, and a current MLS participant. Further, BROKER confirms that: 1) Member is in fact associated with BROKER in an active effort to sell Real Estate or conduct appraisals through the same business office; 2) Member does have a current real estate or appraisal license; and 3) BROKER will notify NNRMLS or his/her local service center (if applicable) in writing should Member's association with BROKER be terminated. BROKER further agrees to supervise the Member's use of the eKEY and System under this agreement.
10. **NOT A SECURITY SYSTEM:** Member acknowledges that neither the Service, the iBoxes or the eKEY, nor any other UTCFS product used in connection with the Service is a security system. The Service is a marketing convenience key control system and as such, any loss of eKEYS or disclosure of PIN compromises the integrity of the System. Member shall use his/her best efforts to insure the confidentiality and integrity of all components of the Service.
11. **RULES AND REGULATIONS:** Those portions of the Rules and Regulations of NNRMLS or other regulations/policies pertaining to iBoxes, eKEYs and the System and their use are incorporated herein by reference, as they now exist and as they may be amended from time to time. Any changes in the NNRMLS Rules and Regulations relating to the administration of the System shall be considered a part of this agreement and will supersede any provision herein. The Member agrees that violation of this agreement shall constitute a violation of the NNRMLS Rules and Regulations and possible assessment of fines up to the maximum allowed by the NNRMLS then current policies.
12. **SELLER AUTHORIZATION:** Lockboxes may not be placed on a property without written authority from the seller. This authorization may appear in the listing contract or any other written document.

- 13. USER FEE:** Member acknowledges that there may be a "user fee" assessed at the discretion of the Board of Trustees of NNRMLS and billed directly from NNRMLS in accordance with the NNRMLS Billing Policy. Fee may be adjusted with 30 days advance notice.
- 14. PAYMENTS:**
- DURING THE TERM OF THIS AGREEMENT, MEMBER SHALL PAY TO NNRMLS A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY NNRMLS. MEMBER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 25.
 - Member shall pay the System Fee determined by the NNRMLS upon signing this Agreement and shall pay the System Fee for all subsequent years as directed by the NNRMLS.
 - NNRMLS 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 NNRMLS, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.
 - EXCEPT AS OTHERWISE PROVIDED HEREIN, MEMBER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF NNRMLS SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS MEMBER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.
- 15. TITLE AND USE:** The Service (except iBoxes) is and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.
- 16. INSPECTION/eKEY AUDIT:** NNRMLS or Member's local service center shall have the right to inspect the eKEY assigned to the Member at all reasonable times and places. Member agrees to submit the eKEY for inspection at NNRMLS's office or designated site when given not less than 48 hours written notice. In addition, Member agrees to submit the eKEY for inspection on an annual basis for a key audit and at any other time upon oral request if it is believed that the integrity and security of the System are in jeopardy. A failure to comply with the terms of this paragraph shall constitute an event of default under this agreement.
- 17. RETURN OF eKEY:** At the expiration of the Term or earlier termination of this Agreement, Member, at Member's expense and risk, shall return all Equipment and software media provided by Supra, which remains in Member's possession, and shall delete all Software from all of Member's personal computers and phones or devices.
- 18. RISK OF LOSS; RETURN OF EQUIPMENT:**
- No loss, damage or destruction to the Equipment shall relieve Member of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of NNRMLS. Replacements may be refurbished Equipment.
 - At the expiration of the Term, Member, at Member's expense and risk, shall immediately return or cause the return to NNRMLS to such location as NNRMLS shall specify, all Software and any components included within the Service that have been leased or licensed to Member pursuant to this Agreement. Member shall delete all Software from all of Member's personal computers and phones or devices. The components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.
- 19. REPRESENTATIONS AND COVENANTS:** Member covenants and agrees:
- If Member misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against NNRMLS and/or Supra relating to such misuse, Member agrees to indemnify, defend and hold harmless NNRMLS, its Shareholder, 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 NNRMLS, its Shareholder, and/or Supra in such proceeding. This provision shall survive indefinitely.
 - That neither NNRMLS 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 Member has been advised of the possibility of such damages.**
 - That Member 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.
 - To provide NNRMLS and Supra with written notice of any legal proceeding or arbitration in which Member is named as a defendant and that alleges defects in the Equipment within five (5) days after Member receives written notice of such action.
 - The obligations set forth in this Section shall survive termination of this Agreement.
- 20. DEFAULT:**
- Each of the following events shall be an Event of Default by Member under this Agreement: (i) Member's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or (ii) the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Member; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.
- 21. INDEMNITY:** Member shall indemnify and hold harmless the NNRMLS, its shareholder associations, Supra and their respective officers, employees and representatives against any and all claims, liabilities and cost including attorney fees, resulting from loss or improper use of the MEMBER'S eKEY, iBoxes, the System or any component of the System. This provision shall survive indefinitely.
- 22. RIGHTS AND REMEDIES:**
- Upon the occurrence of an Event of Default by Member, NNRMLS may, at its sole option and without limitation or election as to other

remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies: (i) Terminate this Agreement and demand the return of any Equipment and Software to NNRMLS; (ii) Terminate one or both of Member's sub-licenses to use the Network and to use the Software; (iii) Direct Supra to deactivate Member's access to the Service or any component of the Service; (iv) Bill the Member for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; (v) Take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by NNRMLS in connection with the exercise of its rights and remedies under this Agreement; (vi) To hold inquiry proceedings as outlined in the NNRMLS Rules and Regulations; and/or (vii) To take legal action against Member (or inactive member if that is the case) to recover all damages incurred by NNRMLS resulting from such default and/or improper use of the eKEY; (viii) To pursue any other remedy at law or in equity.

- b. Upon the occurrence of an Event of Default by NNRMLS or termination of this Agreement, Member shall be required to return the Equipment and Software to NNRMLS and to pay NNRMLS any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.
- c. If NNRMLS deactivates the Service because of a default by Member under this Agreement, but does not otherwise terminate this Agreement, Member will be entitled to seek to have the Service reactivated. In order to so, Member shall be 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 NNRMLS in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, NNRMLS shall direct Supra to reactivate the Equipment within twenty-four (24) hours.
- d. In the event that NNRMLS institutes any action for the collection of amounts due and payable hereunder, Member shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by NNRMLS in connection with collecting under this Agreement. Member 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. NNRMLS'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. NNRMLS's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

23. 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 NNRMLS 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.

24. NOTICES: All notices hereunder shall be sent by (i) hand-delivery, (ii) certified mail, return receipt requested, postage prepaid, or (iii) 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.

25. TERMINATION:

- a. Member may terminate this Agreement at any time by returning the Equipment and Software to NNRMLS and paying NNRMLS any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software, 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 NNRMLS.
- b. NNRMLS may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by NNRMLS under the Master Agreement or an upgrade of the Service by NNRMLS. Upon termination, Member shall be obligated to return the Equipment and Software to NNRMLS and pay NNRMLS any amounts owing prior to such termination.
- c. In addition, Member shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

26. GENERAL PROVISIONS:

- a. This Agreement constitutes the entire agreement between NNRMLS and Member relating to the Agreement of Equipment and use of the Service.
- b. Provided that Member has returned to NNRMLS all keys previously leased by NNRMLS to Member, all prior leases between NNRMLS and Member 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 of Nevada.
- h. This Agreement shall be binding upon and inure to the benefit of NNRMLS, and its successors and assigns, and Member and its permitted successors and assigns.

**NORTHERN NEVADA REGIONAL MLS, INC.
Sub-Lease/License Agreement and Lockbox System Use Agreement**

SIGNATURES:

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

Member and Broker agree to the terms and conditions specified in this Agreement and any additional terms and conditions outlined in the Rules and Regulations of NNRMLS. IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth herein.

x _____
Member's Signature (Member)

x _____
Broker of Record's Signature

Member's Name (please print)

Broker's Name (please print)

Member's Number (please print)

Broker's Company Name (please print)

Date

Date

For NNRMLS: Representative of NNRMLS or it's authorized Service Center

BY: _____

DATE: _____

TERM OF AGREEMENT:

The term of this Agreement commences on the date set forth in the signature block and ends on May 4, 2025 unless terminated earlier as provided in Section 25 of the Agreement.

LEASED AND LICENSED PRODUCT INFORMATION:

Returned eKey Serial #: _____

- eKey Serial Number: eKEY Basic Software _____
 eKEY Professional Software _____

Definitions:

Agreement	Sub-Lease/License Agreement
Device	Any devices that can be used with eKey software
iBox	iBox BT LE units
eKey	eKEY products
Member	Member of NNRMLS who holds a key
PIN	Personal Identification Number
Service	The equipment, software and network
Supra	Carrier Fire & Security Americas Corporation
System Fee	Fee charged by NNRMLS or Shareholder Association to access system
System	UTCFS (Supra) Network