



WINDSOR-ESSEX COUNTY
ASSOCIATION OF REALTORS®

**SUBSCRIBER AGREEMENT FOR
LOCKBOX ACCESS**

APPLICATION

Please complete the following information:

Full name as it appears on Home Board/Association's records and applicant's REBBA registration.

Name: _____

Home Address: _____

Telephone #: _____ Cell Phone #: _____

Office Address: _____

Telephone #: _____ Cell Phone #: _____

Fax #: _____ Email Address: _____

Name of Signatory Association(s) that applicant is a member of and applicant's member number [if applicable]

1. _____

2. _____

3. _____

REBBA Registration Number: _____

Fee and period of time that Access is being granted: _____

Name of Brokerage

Business Address City/Town

Postal Code Phone Number Broker Code

TERMS OF USE

The use of key boxes and access cards is a privilege extended to Members and contract subscribers of the Association only and shall be governed by the terms of any contract entered into by them with the Association as well as the Rules of Cooperation including the following:

- (a) Keypads are issued and registered for the exclusive use by an individual Member/subscriber and are NOT TO BE LOANED under any circumstances;*
- (b) PIN codes are to be kept confidential and any written record of the code must not be attached to or kept with the Keypad;*
- (c) Directions for the use of key boxes (if any) as published on the listing must be strictly adhered to;*
- (d) Keys removed from key boxes must be replaced immediately following use;*
- (e) It is the responsibility of the user to ensure that all security precautions are taken prior to departing the property;*
- (f) In the event of termination of membership in the Association, the key boxes may be transferred to another Member with documentation presented to the Association;*
- (g) In the event that the Keypad is lost, misplaced or stolen,
 - (i) the Association must be notified within 24 hrs;*
 - (ii) the member/subscriber shall pay to the Association the full replacement cost of the equipment. Should the lost equipment be returned to the Association, the member/subscriber will be reimbursed the \$300 replacement cost.**
- (h) Instances of non-compliance with Keypads may be reported either on an Anonymous DIS Form or to the Professional Standards Committee for action.*

OTHER TERMS AND CONDITIONS

1. INTRODUCTION AND BACKGROUND

- (a) **Legal Agreement.** This subscriber agreement along with all materials referenced herein is a legal agreement between the **Subscriber** and the **Board**.
- (b) **References.** In this Agreement references to "we", "us" and "our" are to the Board and references to "you", "your" and "yours" are to the Subscriber.
- (c) **You Become a Subscriber.** By entering into this Agreement you become a "**Subscriber**" as that term is defined in this Agreement. Subject to the terms and conditions of this Agreement, you may, as a Subscriber, access and use the Services, as hereinafter defined.
- (d) **Eligibility Requirements.** By entering into this Agreement you are certifying to us that the information in PART 1 that you have provided is true, correct and complete and that you meet the following requirements, namely: you are a registrant under REBBA and that you are a member in good standing of your Home Board (the "**Eligibility Requirements**").
- (e) **The Key Box System.** The Key Box System to which this Agreement relates is owned and operated by us or on our behalf and is made available to you only under the terms and conditions of this Agreement and will be referred to as the "**System**".
- (f) **Software and Documentation.** The Software and Documentation developed by us or on our behalf and owned by us, provide access to the System.

2. DEFINITIONS

In this Agreement:

- (a) "**Acceptable Use Policy**" means our established rules and prohibitions, as modified from time to time, that define acceptable use of the Services and any associated features. Unacceptable use is prohibited, and is grounds for loss of privileges, termination of the Agreement, as well as discipline or legal sanctions for violating any applicable laws.
- (b) "**Agreement**" means this Subscriber Agreement and any amendments thereto. Unless otherwise stated, all references to a Section shall refer to a Section of this Subscriber Agreement.
- (c) "**Board**" means Windsor-Essex County Association of REALTORS®.
- (d) "**Board Requirements**" means any single one or combination, as the case may be, of our:
 - (i) "**MLS® Policies**", or its successor document if any, which are in force from time to time;
 - (ii) "**MLS® Rules**", or its successor document if any, which are in force from time to time;
 - (iii) "**By-laws**" means the Board's By-Laws, as amended from time to time;
 - (iv) "**Standards**" means the document created or adopted from time to time by our Board of Directors, relating to the technology needed to access the System; and
 - (v) "**Acceptable Use Policy**" means the document created or adopted from time to time by our Board of Directors, relating to the policies of 3rd parties accessing the System.
- (e) "**Business**" means the business of trading in real estate as set out or otherwise utilized in REBBA.
- (f) "**Documentation**" means the applicable online or hardcopy user documentation providing guidance and instruction for accessing and using the System.
- (g) "**Eligibility Requirements**" has the meaning given to that term in Section 1(d).
- (h) "**Home Board**" means the real estate board(s) or association(s) that the Subscriber is a member of, as indicated on page one of this Agreement.
- (i) "**Intellectual Property**" means all rights, title and interest in or relating to intellectual property, whether protected, created or arising under the laws of Canada, the United States or any other jurisdiction, including: (i) trademarks, service marks, trade names, business names, brands, brand names, slogans, trade dress rights, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof; (ii) copyright, registrations and applications for copyright (and all future income for such copyright), including forms and documentation and computer software programs; (iii) rights and interests in and to designs, know-how, trade secrets, survey information; (iv) Internet domain names and related e-mail addresses, websites and servers; (v) all other intellectual property rights arising from or relating to technology; (vi) patents, patent applications and registrations and inventions; and (vii) contracts granting any right exclusively relating to or under the foregoing.

- (j) "License" means the restricted license rights granted by us to you under the Sublease/License Agreement.
- (k) "Member" means a fully paid-up member in good standing of the Board.
- (l) "PART 1" means the application portion of this Agreement
- (m) "Party" or "Parties" means if used in the singular, either you or us, and if used in the plural, both you and us.
- (n) "PIPEDA" means the *Personal Information and Electronic Documents Act of Canada* and any successor legislation and any legislation of similar effect in the Province of Ontario all as amended from time to time.
- (o) "Personal Information" has the meaning attributed to such term within the provisions of PART 1 of PIPEDA.
- (p) "REBBA" means the *Real Estate and Business Brokers Act, 2002* (Ontario) and regulations made pursuant thereto all as amended from time to time.
- (q) "Services" means access to and use of the System. "Services", for the purposes of this Agreement, shall not include any other services, whether or not web-based, that we may otherwise make available to our Members from time to time.
- (r) "Software" means the (a) object code version of computer programs and (b) programming code embedded in the Product electronics that enables it to function, provided by GE Security Canada/UTC Fire & Security ("GE") as described in Exhibit A, Description of Products, Software and Services.
- (s) "Sublease/License Agreement" means the ActiveKEY and eKEY Basic Software Sub-Lease/License Agreement between you and us;
- (t) "Subscriber" means the person accepting or signing this Agreement as Subscriber.

3. LICENSE

- (a) **Grant of License.** You acknowledge that the License granted to you under the Sublease/License Agreement is subject to the terms of this Agreement and all applicable Board Requirements and is solely for the purpose of and directly related to the carrying on of your Business in its usual course. We retain the right to determine at any time and from time to time whether your use of the System is in conformance with the terms of the License and other provisions of this Agreement.
- (b) **You Agree to Terms.** You unconditionally agree to access and use the System only in accordance with the terms of the License and this Agreement.
- (c) **Board Requirements:** You acknowledge that you have read and are familiar with the Board Requirements and acknowledge that where so stated in this Agreement certain provisions of the Board Requirements form part of this Agreement and may otherwise apply to the administration of this Agreement.
- (d) **Updates, modifications, etc.** Any updates, modifications or enhancements to the System made available to you by us, shall be subject to all of the terms and conditions contained in this Agreement.
- (e) **We May Change.** We may at any time and for any reason elect to modify, discontinue, delete or restrict any aspect or feature of the System without notice to you or any liability to us or any third party; however, we will use commercially reasonable efforts to provide you with prior notice by means of an email to subscribers but we shall have no liability to you if such notice is not given for any reason.
- (f) **Agreement Personal to You. This Agreement and the rights granted to you under this Agreement and the Sublease/License Agreement, including, without limitation, the License, are personal to you which means that you may not sell, assign, rent, distribute, sub-license, or otherwise transfer or agree to sell, assign, rent, distribute, sub-license, or otherwise transfer all or any portion of those rights or allow any other person access to or use of the System without our prior written consent, which consent may be withheld in our sole, absolute and non-reviewable discretion.**
- (g) **You Acknowledge.** You acknowledge that the System was formatted by us: (i) has substantial monetary value; (ii) has a special value due to access only by Members and other users authorized by us; and (iii) is considered our confidential property.

4. CHARGES

As a condition of the rights granted in this Agreement, you will pay us the charges upfront that are established by us from time to time. Payment of charges is due as set forth in the attached addendum.

5. RESTRICTIONS ON USE

Except as expressly authorized in this Agreement, you shall not circulate or copy any information obtained through your access to and/or use of the System in any manner except to:

- (i) Members;
- (ii) other persons who have entered into a valid subscriber agreement with us provided that such agreement has not been terminated or suspended (and you assume the responsibility of determining if this is the case); and
- (iii) potential or actual clients or customers of yours in connection with your Business.

6. INTELLECTUAL PROPERTY

- (a) **Our Intellectual Property.** The System, Software and Documentation are proprietary and confidential to us, are protected by the Intellectual Property laws of Canada and international treaties and conventions, and shall remain our sole property. Notwithstanding anything in this Agreement to the contrary, we have sole and exclusive ownership of all rights, title and interest in and to the information contained within the System, the Software and Documentation, including all derivative works and all modifications and enhancements thereof regardless of the form or media in or on which the original and other copies may exist. No provision or clause in this Agreement shall be interpreted as an assignment or grant to Subscriber of any right, title, or interest in or to Intellectual Property, all privileges pertaining thereto remain our exclusive property (or in some cases, of our subcontractors).
- (b) **No Rights Being Obtained.** You are not obtaining any rights in connection with any of our trademarks or service marks. You shall not remove or alter any trade-mark, logo, copyright or other proprietary notices, legends, symbols or labels.
- (c) **No Modifications.** You shall not de-compile, reverse engineer, disassemble, modify, analyze or otherwise examine or otherwise reduce the Software to human readable form or create derivative works of the System.
- (d) **No Service Bureau Facilities, Etc.** You shall not provide service bureau facilities or commercial time-sharing system to any third party or supporting operations for any third party through the access and/or use of the Software and/or System.
- (e) **No Disputing Our Rights.** You shall not, at any time or times, during or after the term of this Agreement question or dispute any of our rights, title, ownership, license, and/or other interests in Intellectual Property, the Software, the Documentation, the System nor commit any act or omission which negates, reduces, or impairs any of our rights or interests in any of same; nor file any patent, copyright, and/or other intellectual property application and/or registration relating to any portion of the Software copyright, and/or other Intellectual Property application and/or registration relating to any portion of the Documentation.
- (f) **Prompt Notification of Certain Matters.** You shall promptly notify us if you become aware of any (i) error, bug, or security breach in the System or Software; (ii) unauthorized use, reproduction, or distribution of content, the System, the Software or Documentation; and (iii) any breach of the terms of this Agreement. You shall maintain all such information in confidence, shall only disclose the same to us or as we may direct in writing, except as permitted in this Agreement, and shall not publicize, publicly distribute, or publicly display any such information.
- (g) **Validity of Copyrights, Etc.** You recognize the validity of our Intellectual Property. You will cooperate in good faith to secure and preserve our right and title to Intellectual Property in the Software and of all derivative works, as if said products were your own products. You acknowledge and agree that the Software is, in all respects confidential information subject to the terms of this Subsection.
- (h) **Continue to Protect Our Rights.** The provisions of this Section 6 shall survive the expiry or termination of this Agreement and you agree upon expiry or termination of this Agreement to continue to protect our Intellectual Property in accordance with the terms hereof.

7. PRIVACY

- (a) **Compliance with PIPEDA.** You will ensure any Personal Information that may be collected, used and/or disclosed by you or on your behalf in connection with your access to and use of the System will be collected, used, disclosed and maintained strictly in accordance with the requirements of all applicable privacy legislation including, without limitation, PIPEDA.
- (b) **Currency of Information and Listings.** Subject to Section 7(a) above, you shall promptly, and in any event within 60 calendar days, destroy, erase or make anonymous your records and file copies of all of your customer and client Personal Information that is no longer required to fulfill the identified purpose. You will, upon our request, provide a written certification attesting to such destruction or erasure.

- (c) **Consent.** You consent to and authorize us to collect, retain, use and disclose all information provided to us regardless of format or medium relating to your access to and use of the System (including, in each case, your personally identifiable information) for all purposes relating to this Agreement, including, without limitation for our own administrative purposes in connection with this Agreement. Such information may be included in a roster or list of persons who obtain access to and use of the System. For purposes of this Section 7(c) "personally identifiable information" shall include, but not be limited to phone numbers, business and home addresses and employers. You also consent to and direct your Home Board to confirm and provide all information relating to your membership in your Home Board in order that we may at any time and from time to time confirm that you are entitled to be a Subscriber and accordingly be entitled to access and use the System.
- (d) **Cessation of Use.** Subject to the provisions of this Agreement, you shall cease all use of all Personal Information received pursuant to this Agreement upon any termination or expiry of this Agreement.

8. CONDITIONS AND RESTRICTIONS ON USE

- (a) **Access.** We shall assign a PIN to you to enable you to access the System. Without exception you are responsible for all activities that occur under your PIN or account. If you discover unauthorized access to or use of your account or PIN, you must notify the Board immediately. We reserve the right from time to time to change the PIN by notice to you, or to require you to change your PIN. You must change your PIN within twenty-four (24) hours after notification of the requirement to change the PIN in order to continue to be entitled to access and use the System.
- (b) **Technical Standards.** The Standards list the minimal computer and software configuration together with associated technological criteria to enable you to access, communicate with and use the System. You are solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software and communications services (such as long distance phone charges) not owned or operated by or on our behalf, that enable you to access and use the Software and System, and for all expenses relating thereto (plus any applicable taxes). You agree to access and use the Software and System in accordance with any and all operating instructions or procedures that may be issued by us, and amended by us from time to time.
- (c) **Performance.** You acknowledge that the operation and availability of the systems used for accessing and interacting with System, including, the public telephone, computer networks and the Internet or to transmit information, whether or not supplied by you or us, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the software and/or systems necessary for access to and use of the System. We shall not in any way be responsible for any such interference with or prevention of your access to and/or use of the System.
- (d) **Compliance with the Board Requirements.** You agree to comply with all provisions in the Board Requirements. We reserve the right to change or modify the Board Requirements from time to time. Such changes shall become effective five (5) days after we have either notified you in writing of such change, by mail, fax or email, or otherwise, or included notice of such change in the System.

If you do not comply with the applicable Board Requirements, or do not comply with a change to any such applicable Board Requirements after a change becomes effective, you may not be able to access the System and will furthermore be in breach of this Agreement. Changes to any of the Standards, the Board's MLS® Policies, or the Board's MLS® Rules shall be available for review at any time on reasonable notice during our normal business hours at our offices. As well, any changes to the Standards shall be available electronically upon Subscriber accessing the System. **You are responsible to ensure that you have at all times the most current version of the Standards, MLS® Policies and MLS® Rules.**

- (e) **Non-Interference.** You shall not attempt to access any of our systems, programs or data that is not licensed under this Agreement, or otherwise made available by us for public use.

9. LIMITATION OF LIABILITY

- (a) **No Warranties, etc.** The System, the Software and any databases used or required in connection therewith are provided on an "as is" basis without any guarantee, representation, condition or warranty of any kind, either expressed, implied or statutory, usage of trade or course of dealing including, but not limited to, the implied warranties, conditions and representations of merchantability and fitness for a particular purpose. We make no warranties and assume no liability whatsoever regarding the truth or accuracy, currency, or completeness of any information in the System or databases used or required in connection therewith. You agree that any access to or use of the System is at your own risk.

10. RELEASE AND INDEMNITY

- (a) **Release.** You hereby release us and our directors, officers, employees and contractors and all of their respective successors and assigns (the “**Board Released Persons**”) from any and all actions, costs, claims, damages, demands, losses, expenses or liabilities whatsoever or howsoever that you may suffer as a result of, in connection with or arising out of your access to or use of the System whether or not due to or contributed to by the negligence of any of the Board Released Persons including, without limitation, any direct, indirect, special, consequential, incidental, contingent, punitive or exemplary damages, or damages of any nature including, without limitation, lost profits, howsoever caused, arising in contract, tort (including negligence), fundamental breach, breach of a fundamental term, or otherwise.
- (b) **Indemnity.** You agree to indemnify, defend and save harmless the Board Released Persons, from and against all damages, costs and expenses relating in any manner, actual or threatened, to any claim, action, cause of action or any proceeding made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from: (i) your access to and use of the System; (ii) any acts or omissions performed by you or under your PIN; (iii) any and all negligent or reckless acts or omissions on your part, including, without limitation, any unauthorized use of the Services, Software or the System, in each case by a third person or as a result of the sharing of or failure to take reasonable steps to protect your PIN; (iv) breach of this Agreement except directly by us; or (v) an infringement of any Intellectual Property by you or any person for whom you are in law responsible or any person or entity who gained access to the System by or through you, directly or indirectly with or without your consent or assistance.
- (c) **Indemnity re: Privacy Matters.** You shall indemnify, hold harmless and, at the request of the Board, defend the Board Released Persons from and against any and all costs, expenses, awards of damages or settlements made in relation to any proceedings, complaints, actions or claims, or in relation to compliance by any of the Board Released Persons with any orders or directions given against or to them by any privacy commissioner, tribunal, person or court, arising from any breach by Subscriber of any of its obligations as set out in Section 7.
- (d) **Board Released Persons.** We act as agent or trustee for the benefit of the other Board Released Persons for the purpose of ensuring that each of them may enforce the benefit of any release or indemnity granted in their favour in this Agreement.

11. TERMINATION/SUSPENSION

- (a) **Default.** You will be considered in default of this Agreement if:
 - (i) you are in breach of any of your payment obligations as set forth in Section 4;
 - (ii) you are in breach of any of your obligations under this Agreement or the Sublease/License Agreement other than your payment obligations as set forth in Section 4;
 - (iii) you are in breach of any provision contained in the Board Requirements that are stated in this Agreement to be incorporated in this Agreement by reference or are a necessary part of the administration of this Agreement; or
 - (iv) you cease to meet the Eligibility Requirements;and, with respect to Section 11(a)(i), if such breach is not cured within five (5) days after notice from us, or with respect to Sections 11(a)(ii), 11(a)(iii) or 11(a)(iv), immediately.
In the event that you are in default of this Agreement, we may suspend your rights under this Agreement, including your access to and use of the System, without notice to you.
- (b) **You May Terminate.** You may terminate this Agreement at any time, provided you give us prior written notice, and provided that you comply with the termination procedures and obligations as set forth in the Board Requirements.
- (c) **We May Terminate.** If we decide, at any time, not to continue to offer the Services we may terminate this Agreement provided we give you six (6) months prior written notice and you shall comply with the termination procedures and obligations contained in the Board Requirements.
- (d) **Automatic Termination.** This Agreement will automatically terminate, with immediate effect, in the event that the Sublease/License Agreement expires or is terminated for any reason whatsoever.
- (e) **Notification of Changes – Suspension.** You will promptly advise us of any change relating to your registration under REBBA, your Home Board affiliation, the real estate brokerage with whom you are licensed, your address, telephone number or other contact or other information contained in PART 1 of this Agreement and failing which, we shall upon discovering a change which has not been reported, suspend your rights under this Agreement until you have reported the change.
- (f) **Reinstatement.** If:

- (i) your rights have been suspended under this Agreement due to any breach on your part for which your rights under this Agreement may be suspended; and
 - (ii) if such breach is at any time following your suspension cured, you may apply to us to have your rights under this Agreement reinstated and upon you producing evidence satisfactory to us that such breach has been cured we may elect to lift your suspension and we shall act reasonably in connection with that decision. The preceding provisions of this Section shall only apply to the first suspension of your rights under this Agreement. For the second and any subsequent suspension we may, in our sole, absolute and non-reviewable discretion refuse to reinstate your rights under this Agreement and we shall not be obliged to provide any reasons for such decision.
- (g) **Survival of Your Obligations.** You shall not be relieved of any of your obligations under this Agreement, including, without limitation, any payment obligations, during any period that your rights under this Agreement are suspended. Your obligations under this Agreement, including, without limitation, any payment obligations, shall survive the termination of this Agreement for the longest period permitted by law.
- (h) **Professional Standards Proceedings.** In addition to any other rights or remedies we may have in connection with an uncured breach of this Agreement by you, we may institute professional standards proceedings against you with your Home Board.
- (i) **Rights Cumulative.** No reference to or exercise of any specific right or remedy by us in connection with any breach of this Agreement by you shall prejudice or preclude us from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity, expressly provided for herein or in the Board Requirements. No such remedy shall be exclusive or dependent upon any other such remedy, but we may from time to time exercise any one or more of such remedies independently or in combination.

12. INJUNCTIVE RELIEF

A violation of Sections 5, 6, 7, and 8 of this Agreement will cause irreparable harm to us for which damages may not be an adequate remedy and therefore you agree that, in addition to any other remedies that may be available to us, we shall be entitled to seek injunctive relief and to recover all costs and expenses, including reasonable lawyer's fees incurred in connection therewith and this Section may be pleaded by us as a bar to prevent you from claiming that an injunction should not be issued. You will also pay us for all reasonable legal fees on a full indemnity basis that we incur in connection with any breach of this Agreement on your part.

13. NOTICES

- (a) Any notice, direction or other instrument required or permitted to be given to either you or us shall be in writing and shall be sufficiently given if delivered personally, mailed by prepaid registered mail, or transmitted by fax as follows:
- (i) if to us, addressed as follows:

Windsor-Essex County Association of REALTORS®
3020 Deziel Drive
Windsor, ON N8W 5H8
Tel: 519-966-6432, Fax: 519-966-4469
 - (ii) if to you, to your attention to your business address identified in PART 1 of this Agreement.
- (b) You or we may change our respective addresses for service from time to time by notice given to the other in accordance with the foregoing.

14. MISCELLANEOUS.

- (a) **Entire Agreement.** This Agreement combined with the Sublease/License Agreement and the Board Requirements together with any amendments and updates that we may provide from time to time collectively comprise the entire agreement between you and us and supersedes all prior agreements relating to the subject matter of this Agreement and cancels and supersedes any and all prior understandings, agreements, negotiations and discussions with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties other than as expressly set forth in this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Sublease/License Agreement, the terms of this Agreement shall prevail.
- (b) **Time of the Essence.** Time shall be of the essence of this Agreement.
- (c) **Governing Law.** This Agreement shall be construed in accordance with the laws of the Province of Ontario except that no choice of law doctrine shall be used to apply the laws of any other jurisdiction. The Parties further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

IF YOU NEED A COPY OF THIS SUB-LEASE/LICENSE FOR YOUR RECORDS, PLEASE MAKE A COPY.
ALL ATTACHMENTS ARE PART OF THIS SUB-LEASE/LICENSE. READ THEM BEFORE SIGNING.

ActiveKEY and eKEY Basic Software Sub-Lease/License Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into on _____, 20__ by and
between _____ ("Keyholder"), and Windsor-Essex County Association
of REALTORS® ("Organization") covering the following:

ActiveKEY (Serial # _____) or
eKEY Basic Software (Serial # _____).

Keyholder and Organization agree as follows:

1. LEASE AND LICENSE

a. **ActiveKEY.** If Keyholder has selected the ActiveKEY (the "ActiveKEY"), Organization leases to Keyholder, and Keyholder leases from Organization, the ActiveKEY (which may be new or refurbished). In addition, Organization grants to Keyholder (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which Organization licenses from UTC Fire & Security Canada ("UTCFCSC"), which is necessary for the use and operation of the ActiveKEY (the "Network") for the Term (as defined in Section 3 below) and (ii) a limited, non-exclusive, nontransferable sub-license to use the software Organization licenses from UTCFCSC (the "Software") for the Term. The equipment and software incorporated in the ActiveKEY enable the Keyholder to obtain a current update code for the ActiveKEY; to open and perform other iBox functions with the ActiveKEY; and to upload property showing data with the ActiveKEY.

b. **eKEY Basic Software.** If Keyholder has selected the eKEY Basic Software (the "eKEY"), Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use such software. In addition, Organization grants to Keyholder a limited non-exclusive, non-transferable revocable sub-license to use the Network, the use of which Organization licenses from UTCFCSC, which is necessary for the use and operation of the eKEY for the Term. The eKEY enables Keyholder to obtain a current update code for the eKEY; to open and perform other iBox functions with the eKEY; and to upload property showing data with the eKEY. The eKEY Basic Software is used with certain cellular telephones ("Phone" or "Phones") approved by UTCFCSC. During the Term, UTCFCSC may in its sole discretion approve additional Phones. UTCFCSC does not provide any warranty of the performance of such Phones.

2. SERVICE

a. The software incorporated in the ActiveKEYs, eKEY Software, iBoxes (if applicable), Network, and eSYNC Software (collectively, "Software"); the equipment incorporated in the ActiveKEYs and iBoxes (if applicable), (collectively, "Equipment"); Network; and KIM Database are collectively, "Service." The Service is more fully described in the applicable User Guide, which will be provided to Keyholder in conjunction with the Software and is incorporated herein by reference.

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and UTCFCSC entered into a Master Agreement that provides the terms under which UTCFCSC 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, UTCFCSC 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 Organization. If UTCFCSC discontinues any item of Equipment, the Equipment leased 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's 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 e 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 UTCFCSC 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 above and have a term ("Term") until January 26, 2018, 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 AND GOVERNMENTAL CHARGES (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. The 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.

d. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.

5. **TITLE AND USE** The Service, including all its components, and the Equipment, are and shall at all times remain the property of UTCFSC. All additions, attachments, replacement parts and repairs to the Equipment, and any Replacements shall become part of the Equipment and shall, without further act, become the property of UTCFSC. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of UTCFSC.

6. **RISK OF LOSS; RETURN OF EQUIPMENT**

a. 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 any 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: ActiveKEY - \$249.00. Replacements may be refurbished Equipment.

b. At the expiration of the Term, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all of the ActiveKEY with all Software and any components included within the Service that have been leased to Keyholder pursuant to this Agreement. The ActiveKEY and components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

7. **REPRESENTATIONS AND COVENANTS** Keyholder covenants and agrees:

a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User's Guide, and a third party brings an action against Organization and/or UTCFSC relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or UTCFSC, 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 UTCFSC in such proceeding.

b. That neither Organization nor UTCFSC 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.

c. 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.

d. To provide Organization and UTCFSC 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.

8. **DEFAULT**

a. Each of the following events shall be an Event of Default by Keyholder under this Agreement: (i) Keyholder'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 Keyholder; 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.

b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

9. **RIGHTS AND REMEDIES**

a. Upon the occurrence of an Event of Default by Keyholder, Organization 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 to Organization; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct UTCFSC to deactivate Keyholder's access to the Service or any component of the Service; (iv) bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or (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 Organization in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment to Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment.

c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to do so, Keyholder 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 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 UTCFSC 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, following good-faith diligent efforts, 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 Province of Ontario; 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 noticed 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 to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment 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 acknowledges that it is impractical and difficult to assess actual damages to Organization, and therefore 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 is warranted by UTCFSC against defects in workmanship and/or materials, to be fit for its intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. UTCFSC 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 UTCFSC 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 shall be effective and binding when fully executed by both parties. 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. This Agreement shall be amended only by a written agreement signed by the parties.

e. 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.

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

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

h. This Agreement shall be governed by the laws of the Province of Ontario.

i. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

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

Keyholder:

Organization:

By: _____

By: Krista Del Gatto

Print Name: _____

Title: Krista Del Gatto, CAE Executive Officer

Company Name: _____

Street: _____

City, Prov., Zip: _____

e-mail Address: _____

Phone Number: _____