

# BLUETOOTH® REALTOR® LOCKBOX SERIES SUBLEASE AGREEMENT FOR SENTRILOCK SYSTEM

This BLUETOOTH® REALTOR® LOCKBOX SERIES SUBLEASE AGREEMENT FOR SENTRILOCK SYSTEM ("Lease") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Company"), and the MULTIPLE LISTING SERVICE OF THE GREATER NORTHWEST INDIANA ASSOCIATION OF REALTORS®, INC., an Indiana corporation, and its successors and assigns and any designees ("Organization").

COMPANY AND ORGANIZATION AGREE AS FOLLOWS:

## 1. LEASE AGREEMENT.

a. Organization leases to Company, and Company leases from Organization, Bluetooth® REALTOR® Lockbox, ("Lockbox") (the "Equipment") which are identified herein on Exhibit A, which is attached hereto and incorporated by reference. The Organization and Company agree that Exhibit A shall be modified or amended from time to time by the parties. In addition, Organization grants to Company (i) a limited non-exclusive, non-transferable sub-license to use the network, the use of which Organization licenses from Sentrilock, LLC, a Delaware limited liability corporation ("SentiLock"), which is necessary for the use and operation of the Equipment (the "Network") for the Term (as defined in Section 1(b) below) and (ii) a limited, non-exclusive, nontransferable sub-license to use the software Organization licenses from SentiLock (the "Software") for the Term. The Equipment, Software and Network are collectively referred to herein as the "Service."

b. This Lease shall commence on the date set forth above and have a term ("Term") until the 4th day of March 2025, unless terminated earlier or extended pursuant to the provisions of this Lease.

c. Company agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the Rules and Regulations of Organization and/or its MLS system. By executing this Lease, Company agrees that it is necessary to maintain the security of the Equipment and the personal identification number of each piece of Equipment to prevent the use of the Equipment by unauthorized persons. Company further agrees that neither the Service, nor any other SentiLock 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 Company agrees to use their best efforts to ensure the confidentiality and integrity of all components of the Service.

d. Company acknowledges that, in order to make the Service available to Company, Organization and SentiLock entered into a Master Agreement (the "Agreement") that provides the terms under which SentiLock will provide the Service to Organization. Company understands that, if the Agreement is terminated for any reason during the Term of this Lease, the Service will no longer be available to Company and this Lease will terminate in accordance with Section 10 below. Company further agrees that, under the terms of the Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Lease, which may result in an increase of the System Fee (as defined in Section 3 below) and/or the termination of this Lease. Except as the rights and obligations of Company and Organization under this Lease may be affected as described in the two preceding sentences, the rights and obligations between Company and Organization with respect to the Service are governed by the terms and conditions of this Lease and the Rules and Regulations of the Organization. Company acknowledges that failure of Organization to perform its obligations under the Agreement may detrimentally affect Company's use of the Service.

e. In the Agreement, SentiLock has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of written notice to Organization. If SentiLock discontinues any item of Equipment, the Equipment leased shall continue to be completely compatible with and shall function with the Service. If the Equipment leased hereunder 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.

2. TITLE AND USE. The Service, including all its components, and the Equipment, are and shall at all times remain the property of SentiLock or the Organization, whichever is applicable. 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 SentiLock. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of SentiLock.

3. **PAYMENTS.**

a. THE COMPANY SHALL BE PROVIDED THE LOCKBOX(S) AT NO CHARGE AND WITH NO DEPOSIT, PROVIDED HOWEVER THAT THE COMPANY SHALL BE RESPONSIBLE TO PAY FOR ANY REPLACEMENT LOCKBOX(S) IF THEY ARE LOST, STOLEN, DAMAGED OR DESTROYED IN ACCORDANCE WITH SECTION 4a.

b. During the Term of this lease, Organization reserves the right to assess a fee for the lease and use of the Lockbox, plus applicable tax (the "System Fee") and reserves the right to increase the System Fee annually.

c. Organization reserves the right to charge a Bluetooth® REALTOR® Lockbox activation fee.

d. Company agrees to pay to Organization a fee of \$35.00 for any Company payment that is returned unpaid or for insufficient funds or credit.

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

f. COMPANY SHALL BE ENTITLED TO TERMINATE THIS LEASE IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 10.

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

a. No loss, damage or destruction to the Equipment shall relieve Company of any obligation under this Lease, 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, stolen, damaged or destroyed and the damages to be paid by Company for failing to return the Equipment upon termination of this Lease is set forth below. Replacements may be refurbished Equipment.

Bluetooth® REALTOR® Lockbox
\$95, plus shipping and applicable tax

b. At the expiration of the Term, or at such time that Company is no longer entitled to the use of the Equipment, Company, at Company's expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, all of the Equipment with all Software and any components included within the Service that have been leased to Company pursuant to this Lease. The Equipment and components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

5. **REPRESENTATIONS AND COVENANTS.** Company covenants and agrees:

a. If Company, misuses the Service or any component thereof, including without limitation, use of the Service in violation of the Rules and Regulations of Organization, and a third party brings an action against Organization and/or SentiLock relating to such misuse, Company agrees to indemnify, defend and hold harmless Organization and/or SentiLock, 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 SentiLock in such proceeding.

b. That neither Organization nor SentiLock 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 Company has been advised of the possibility of such damages.

c. That Company 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 SentiLock with written notice of any legal proceeding or arbitration in which Company is named as a defendant and that alleges defects in the Equipment or the Lockbox within five (5) days after Company receives written notice of such action. The obligations set forth in this Section shall survive termination of this Lease.

6. **DEFAULT.**

a. Each of the following events shall be an Event of Default by Company under this Lease:

(i) Company's failure to pay, for any reason, any amount required under this Lease 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 Company; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Lease if such case or proceeding is dismissed within sixty (60) days after it was commenced.

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

7. **RIGHTS AND REMEDIES.**

a. Upon the occurrence of an Event of Default by Company, Organization may, at its sole option and without limitation or election as to other remedies available under this Lease or at law or in equity, exercise one or more of the following remedies:

(i) Terminate this Lease and demand the return of any Equipment to Organization;

(ii) Terminate any sub-licenses to use the Network and to use the Software;

(iii) Direct SentiLock to deactivate Company's access to the Service or any component of the Service;

(iv) Bill the Company for any outstanding amounts owed under this Lease, 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 Lease, 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 Lease.

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

c. If Organization deactivates the Service because of a default by Company under this Lease, but does not otherwise terminate this Lease, Company will be entitled to seek to have the Service reactivated. In order to do so, Company shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Lease and the reasonable costs and attorneys' fees incurred by Organization in connection with collecting under this Lease. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct SentiLock 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, Company shall pay, in addition to the amounts due and payable under this Lease, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Lease. Company 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 Lease 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.

8. **ARBITRATION AND LITIGATION.** Any controversy or claim arising out of or relating to this Lease 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 Lake County, Indiana. The substantially prevailing party in any arbitration under this Lease 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 and in any appeals.

9. **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 noticed at its address set forth in the signature block of this Lease, 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 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.

10. **TERMINATION.**

a. Company may terminate this Lease 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 4 (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 Lease are released and discharged by Organization.

b. Organization may terminate this Lease upon termination of the Agreement for any reason, including without limitation, a default by Organization under the Agreement or an upgrade of the Service by Organization. Upon termination, Company shall be obligated to satisfy the obligations in Section 10(a).

c. In the event that Company fails to return all Equipment leased to Company upon termination of this Lease or at the expiration of the Term, Company acknowledges that it is impractical and difficult to assess actual damages to Organization, and therefore agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 4 (a); provided, however, the Organization may, at its discretion, waive the reimbursement costs from the Company to the Organization for any replacement of key boxes if they are lost, stolen, damaged or destroyed in accordance with Section 4 (a).

d. In addition, Company shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.

11. **WARRANTY.** The Equipment is warranted by SentiLock 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 Lease. SentiLock shall, without charge, repair or replace such defective or nonconforming component for the term of the Lease. Company must return any defective system component under warranty to Organization at Company's sole cost and expense and Organization shall provide all repaired or replacement Equipment to Company. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Company agrees to cooperate with Organization and SentiLock by performing diagnostic tests provided to Company when Company initially seeks warranty service. Replacement batteries must be SentiLock approved and acquired through the Organization.

12. **GENERAL PROVISIONS.**

a. This Lease constitutes the entire agreement between Organization and Company relating to the lease of Equipment and use of the Service.

b. Provided that Company has returned to Organization all Lockbox(s) previously leased by Organization to Company, all prior leases between Organization and Company for such Lockbox are hereby terminated effective as of the parties' execution of this Lease.

c. This Lease shall be effective and binding upon the parties hereto when fully executed by both parties. This Lease 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 Lease 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 Lease shall survive the expiration or other termination of this Lease.

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

h. This Lease shall be governed by the laws of the State of Indiana.

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

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

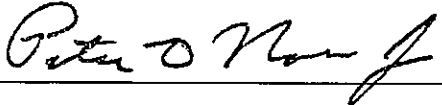
COMPANY:

ORGANIZATION:

\_\_\_\_\_

**MULTIPLE LISTING SERVICE OF THE GREATER NORTHWEST  
INDIANA ASSOCIATION OF REALTORS®, INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Chief Executive Officer

Company Address: \_\_\_\_\_

\_\_\_\_\_

Home Address of  
Responsible Party: \_\_\_\_\_

\_\_\_\_\_

Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_