

MID-ATLANTIC REALTY SERVICES, INC.

SENTRILOCK SMART CARD AUTHORIZED USER AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY MID-ATLANTIC REALTY SERVICES, INC. (MARS),

AND the undersigned Broker/Firm Principal or duly authorized representative of Broker hereinafter referred to as ("Participant"),

AND

(Name of Participant Broker or authorized representative of Broker)

(Company/Firm Name)

the undersigned Agent/Smart Card Holder hereinafter referred to as ("Authorized User")

(Name of Agent/Smart Card Holder)

1. **SMART CARD RECEIPT:** Participant and Authorized User acknowledge receipt of a SentiLock Smart Card from MARS.
2. **PAYMENT OF FEES AND LICENSE TO USE:** In exchange for payment of \$ _____ initial service fee, plus applicable State sales tax, Authorized User is hereby granted, subject to the terms and conditions of this Agreement, a personal, revocable, non-exclusive and non-transferable license, (which shall be revocable at will by SentiLock, LLC or MARS), to the SentiLock System, the Smart Card and the Entry Codes in order to access properties in the geographic area currently served by MARS, the Metropolitan Regional Information Systems, Inc. ("MRIS") and those geographical areas served by another or other Board(s) or Association(s) of REALTORS®, including those Board(s) and Association(s) with which MARS has entered into a written reciprocal electronic lock box agreement, and the multiple listing services owned and operated by such Board(s) or Association(s). Access by Authorized User, at all times, shall be made solely in connection with his/her legally permitted, normal and customary activities while acting as a real estate licensee or certified or licensed appraiser. Authorized User shall use the Smart Card only for the purpose of gaining authorized entry into real property upon which a SentiLock box has been installed in those geographic areas as defined herein where the Authorized User is authorized to access the System.
3. **CURRENT UPDATE:** Authorized User acknowledges that the Smart Card has an update code which expires at regular intervals determined by MARS prohibiting further use of the Smart Card until a new update is obtained by placing the Smart Card in a Smart Card Reader or by another authorized method. Upon such expiration, the Smart Card will not be able to access the System. Accordingly, during the term of this Agreement, the Authorized User shall be required, from time to time, to place Smart Card in Smart Card Reader to update Smart Card, transmit showing data and obtain system updates.
4. **CARD EXCHANGE BY SENTRILOCK OR MARS:** SentiLock, LLC may at its discretion require MARS to replace the Smart Cards used by MARS and it's Authorized Users with replacement Smart Cards compatible with the system. SentiLock, LLC shall make the exchange of Smart Cards at no cost to MARS unless the exchange is necessary due to Customer negligence.
5. **ELIGIBILITY:** The Authorized User shall remain eligible to retain the license herein granted only for so as long as all of the following conditions, at all times, are fully satisfied:
 - A. The Authorized User and Participant, each, shall be a Member in good standing of either the Greater Baltimore Board of REALTORS®, Inc., the Carroll County Association of REALTORS®, Inc., the Harford County Association of REALTORS®, Inc., the Howard County Association of REALTORS®, Inc. and/or any other Board or Association of REALTORS® which owns stock in MARS (hereinafter referred to collectively as "the Associations") or a Member in good standing of another or other Board or Association of REALTORS®, including those Board(s) and Association(s) of REALTORS® with which MARS has entered into a written reciprocal electronic lock box agreement. The Participant and Authorized User represent and warrant to MARS that (i) the Authorized User and Participant hold a valid real estate license as a salesperson, associate broker, and/or is licensed or certified as an appraiser; (ii) the Authorized User is licensed with, and is affiliated as an employee or as an independent contractor with, the Participant; (iii) the Authorized User and Participant, each, is a REALTOR® in good standing of a local Board or Association of REALTORS®; or is a member in good standing of the Real Estate Brokers of Baltimore and (iv) the Participant authorizes MARS to grant the Authorized User access to the System and to receive the Entry Codes licensed hereunder;
 - B. The Authorized User shall notify MARS, in writing, of any change in his/her current company/office affiliation; and
 - C. If at any time the Authorized User and/or Participant are not in compliance with A or B above, then the Authorized User shall so notify MARS in writing within twenty-four (24) hours after such event of noncompliance first occurs.
 - D. Affiliate members of a local Board/Association of REALTORS® shall be eligible to subscribe to and access the System as an Authorized User and to receive the Entry Codes licensed hereunder, provided: 1.) the Affiliate member is principally engaged in professional home and/or environmental inspections; the appraising of real property; and/or termite, well and/or septic inspections, contractors licensed to perform home improvements; 2.) a duly authorized principal or officer of the firm for which Affiliate member performs such services executes the appropriate MARS SentiLock Smart Card Authorized User Agreement; 3.) the Affiliate member agrees to abide by the Rules and Regulations of MARS and to pay all required fees, fines and recurring costs in connection with Affiliate's subscription to the lockbox services of MARS; and 4.) the Affiliate member agrees that Affiliate shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and Affiliate member shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner.
 - E. Unlicensed personal assistants shall be eligible to subscribe to or use the lockbox services of MARS, on the same terms and conditions as non-principal brokers and sales licensees provided: 1) the unlicensed assistant is under the direct supervision of a designated REALTOR®, or the licensed designee of the REALTOR®, each of whom is a subscriber and authorized user of the lockbox services; 2) a duly authorized principal or officer of the firm for which the unlicensed personal assistant performs services, executes the appropriate MARS SentiLock Smart Card Authorized User Agreement; 3) the unlicensed personal assistant agrees to abide by the Rules and Regulations of MARS and to pay all required fees, fines and recurring costs in connection with the unlicensed personal assistant's subscription to the lockbox services of MARS; and 4) the unlicensed personal assistant agrees that the unlicensed personal assistant shall not access or use any affixed lockbox or gain entry to any property upon which a lockbox is affixed without first contacting the listing agent of the property for the purpose of arranging an appointment to enter the property and the unlicensed personal assistant shall enter the property only with the consent of the listing agent and the owner and only at the scheduled date and time as directed by the listing agent and the owner. **An unlicensed personal assistant, in accordance with guidelines as adopted by the Maryland Real Estate Commission, may not show property unless accompanied by a licensed real estate salesperson, real estate associate broker or real estate broker.**
6. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the date of the execution of this Agreement and shall continue unless sooner terminated as herein provided. The term of this Agreement shall also terminate on the date the license hereby granted is revoked by MARS or SentiLock, LLC.; or the Authorized User or Participant shall fail to satisfy any or all of the requirements of this Agreement.
7. **REVOCAION OF LICENSE/RETURN OF SMART CARD:** The license to use the Smart Card to access the SentiLock System under this Agreement shall be terminated by MARS or SentiLock, LLC. and affected by deactivating the Smart Card. Participant and Authorized User agree to return the Smart Card within the earlier of (1) 48 hours of receipt of a request to do so by MARS or SentiLock, LLC or (2) within five working days upon the occurrence of any one or more of the following events of default:
 - A. Termination of Participant's Service in MARS;
 - B. Termination of Authorized User's association with the said Participant for any reason;
 - C. Failure to comply with any or all of the eligibility requirements as set forth in Paragraph 5 above;
 - D. Failure of the Participant/Authorized User to perform in accordance with any and/or all terms and conditions set forth in this Agreement, including, but not limited to, the provisions for security in paragraph 8 below;

- E. The non-payment of any fees or fines as established from time to time by MARS and/or SentiLock, LLC., pursuant to Paragraph 13(I) of this Agreement;
 - F. Notification from MARS that the System is being changed, altered or terminated, in the sole and absolute discretion of MARS, provided, however, that MARS shall first give ninety (90) days written notice of such change, alteration or termination;
 - G. Any event deemed by MARS, in its sole and absolute discretion, to affect the security of the System or any Smart Card or SentiLock Box;
 - H. Upon the arrest or conviction of Authorized User for any felony or misdemeanor crime, if the crime, in the sole and absolute determination of MARS, relates to the real estate business or places customers, clients, or other real estate professionals at the risk of physical harm and/or property loss or damage;
 - I. In the event of the death of the Participant/Authorized User, heirs or personal representatives will surrender the Smart Card to MARS.
- 8. SECURITY OF SMART CARDS:** Participant and Authorized User acknowledge that it is necessary to maintain security of the Smart Card to prevent its use by unauthorized persons. Consequently, Authorized User agrees:
- A. To keep the Smart Card in Authorized User's possession or in a safe place at all times.
 - B. To not allow his/her personal identification number (PIN) to be attached to the Smart Card or disclose to any third party his/her PIN.
 - C. TO NOT LOAN THE SMART CARD TO ANY PERSON FOR ANY PURPOSE WHATSOEVER OR TO PERMIT THE SMART CARD TO BE USED FOR ANY PURPOSE BY ANY OTHER PERSON.
 - D. To maintain the sole and exclusive possession of the key to the property at all times and not give the key to a third person without the prior knowledge and expressed written consent of the listing agent.
 - E. To not duplicate the Smart Card or allow any person to do so.
 - F. To not sell, assign, distribute, provide access to, reverse engineer, decompile, modify, disclose or otherwise transfer or pledge the rights of the Smart Card.
 - G. To immediately notify MARS by telephone and in writing within twenty-four (24) hours of the loss or theft of a Smart Card. The Participant/Authorized User shall sign and deliver a statement to MARS with respect to the circumstances surrounding the loss or theft. MARS shall charge for the replacement of Smart Cards either lost or damaged.
 - H. To strictly adhere to the terms and conditions of this Agreement and such additional rules, regulations and security procedures as may be adopted by MARS from time to time with respect to the Smart Card and any other aspect of the System.
- 9. REPLACEMENT SMART CARDS:** Replacement Smart Cards will be issued to Authorized Users who:
- A. Have complied with this Agreement and the policies and procedures of MARS with respect to the SentiLock System.
 - B. Pay a fee and/or deposit specified by MARS to replace a Smart Card lost, stolen, damaged or defective.
- 10. VIOLATIONS/DISCIPLINARY ACTION:** Participant and Authorized User agree to be subject to the disciplinary rules and procedures of MARS for violation of any provision of this Agreement. In addition to any and all remedies under this Agreement, if Authorized User allows the use of the Smart Card by unauthorized persons or otherwise adversely affects the System security, Authorized User shall be subject to such fines and penalties as are established by MARS pursuant to the applicable rules and regulations of MARS, as amended from time to time, and in accordance with the established policies of the National Association of REALTORS®, Inc., as amended from time to time. Discipline may include forfeiture of the Smart Card and the Participant or Authorized User's right to be issued a Smart Card.
- 11. INDEMNIFICATION:** Participant and Authorized User, jointly and severally, agree to indemnify and hold MARS, the Associations and all of their respective officers, directors, employees and agents harmless from and against any and all liability, loss, costs, expenses, claims or demands whatsoever by or against MARS resulting from loss, use or misuse of the SentiLock System, including, but not limited to, any and all liabilities, including attorney's fees, incurred by them as a result of damage, death or injury to property or persons arising out of entry by any person into or onto any premises by use of the SentiLock System. Participant and Authorized User hereby waive and release any and all claims against MARS and any of the Associations which own stock in MARS, their respective officers, directors, employees and agents for any and all loss or damage resulting from the use, loss of, or inability to use the Smart Card, including any deactivation of the Smart Card by MARS as herein provided. The provisions of this Paragraph 11 shall survive the expiration or termination of this Agreement.
- 12. REIMBURSEMENT:** Authorized User and Participant agree to reimburse MARS upon demand for any and all expenses incurred in attempting to enforce any or all terms and conditions of this Agreement against Authorized User and/or Participant as a result of Authorized User's failure to act in accordance with the terms and conditions of this Agreement. In the event MARS shall commence legal proceedings against Authorized User and/or Participant to enforce or interpret any of the provisions of this Agreement, Authorized User and Participant, jointly and severally, agree to pay all costs incurred, including reasonable attorney's fees, as determined by the court, both at trial on the merits and on appeal, if any.
- 13. AUTHORIZED USER RESPONSIBILITY:** Authorized User agrees:
- A. Never to permit anyone other than the Authorized User himself/herself to use the Smart Card or his/her PIN for any reason;
 - B. To attend an instructional session on the operation and use of the Smart Card as required by MARS from time to time;
 - C. To provide the necessary Internet connection, computer hardware and non-SentiLock supplies software for communication with the System.
 - D. To obtain the periodic update for his/her own Smart Card by placing the Smart Card in Smart Card Reader to transmit showing data and obtain system updates.
 - E. To notify MARS within 48 hours of any change in his/her firm affiliation or termination;
 - F. To comply with National Association of REALTORS® requirements (as from time to time amended) for the access and use of a Lockbox System, including notification of each listing office or listing agent of the Authorized User's intention to enter the property through the use of the SentiLock box. This notification is to be prior to the actual entry unless the listing indicates the cooperating agent may access the property without prior notice to the listing agent or the listing office.
 - G. To comply with all Rules and Regulations adopted by MARS, as from time to time amended, relating, directly or indirectly, to the SentiLock System and Smart Card and are expressly incorporated by reference herein and made a material term of this Agreement as though fully set forth herein.
 - H. Where applicable, become familiar and comply with the Rules and Regulations of the reciprocal Associations when showing properties in their geographic areas.
 - I. To pay such activation and hardware fees, annual service fees, re-activation fees and other such fees and fines as shall be adjusted and adopted from time to time by MARS as provided in this Agreement and as charged by MARS or charged by SentiLock directly to Authorized User on behalf of MARS.
 - J. To notify MARS promptly, in writing, upon the arrest or conviction of Authorized User for any felony or misdemeanor (other than traffic misdemeanor offenses) and shall state the circumstances and details relating to such arrest or conviction. Authorized User represents and warrants, as of the date of this Agreement, that Authorized User has not been previously arrested for or convicted of any felony or misdemeanor crime (other than traffic misdemeanor offenses).
- 14. PARTICIPANT RESPONSIBILITY:**
- A. Participant warrants that Participant is both a licensed real estate broker and Participant of MARS.
 - B. Participant warrants that Authorized User possesses a valid real estate license and is in fact associated with Participant in an active effort to sell real estate or is a licensed or certified real estate appraiser affiliated with the MARS Participant.
 - C. Participant agrees to enforce the terms of the Agreement with respect to any Authorized User associated with him/her and understands that he/she is not relieved of any responsibility or obligation by the mere fact of such disassociation with Authorized User.
 - D. Participant agrees to notify MARS immediately, in writing, should the Participant or Authorized User terminate their relationship or should the Authorized User's license be transferred.
 - E. Participant agrees to take all responsible means to obtain Authorized User's Smart Card or cause Authorized User to return Smart Card to MARS. The Participant will continue to be charged a service fee for the disassociated subscriber until the next billing cycle after the card is returned. If an Authorized User does not return the Smart Card, Participant agrees to furnish MARS with copies of written correspondence of all attempts made to obtain said Smart Card.
 - F. Participant agrees that he/she is jointly and severally liable, together with the Authorized User, for all duties, responsibilities and undertakings of the Authorized User under this Agreement and understands that failure to follow the provisions of the SentiLock Smart Card User Agreement may result in the loss of MARS Smart Card privileges and, further, could cause MARS to recall all Smart Cards issued to the Participant and the Participant's Authorized Users.

15. PROPERTY OWNER/SELLER AUTHORIZATION: The Authorized User and the Participant must secure specific written authorization from the owner/seller(s) of the property prior to the installation or use of a SentiLock box on any property and before the listing is entered into the MLS, reflecting that a SentiLock box has been authorized by owner/seller(s).

16. FAILURE TO COMPLY: Any failure of the Authorized User or the Participant to comply with any of the terms and conditions of this Agreement shall constitute an event of material default hereunder. In the event of such default, MARS shall have the absolute right, without prior notice to Authorized User or Participant, to interrupt or terminate access to the System, including deactivation of the Smart Card, without any liability whatsoever to the Authorized User, the Participant or any third persons. Authorized User and Participant expressly waive any and all damages incurred or alleged to have been incurred as a consequence, direct or indirect, of such access termination by MARS.

17. NO WARRANTY: MARS MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE SMART CARD, THE SYSTEM OR ANY SENTRILOCK BOX. WARRANTY CLAIMS BY AUTHORIZED USER OR PARTICIPANT SHALL BE MADE SOLELY AGAINST SENTRILOCK, LLC. AND WILL BE HANDLED THROUGH MARS (SOLELY AS A CONVENIENCE TO THE AUTHORIZED USER AND PARTICIPANT), WHICH SHOULD BE CONTACTED WHEN A PROBLEM WITH THE EQUIPMENT IS EXPERIENCED. AUTHORIZED USER AND PARTICIPANT SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THE SCOPE OF ANY WARRANTY PROVIDED BY SENTRILOCK.

18. NO CONSEQUENTIAL DAMAGES: MARS shall not be liable to the Authorized User or the Participant for any special, indirect, incidental or consequential damages for any loss of use, loss of profit or any other loss of any kind which may arise from the use of the System by the Authorized User or the Participant or from defects in any Smart Card or any SentiLock box.

19. GOVERNING LAW: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Maryland, and venue shall be the county in which the Authorized User resides.

20. PARTIAL INVALIDITY: If any provision of this contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

21. ADDITIONAL CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF ARE PART OF THIS AGREEMENT:

This written contract expresses the entire agreement between Participants, Authorized Users and MARS with respect to the SentiLock Smart Card System. This Agreement supersedes any and all other agreements, either oral or in writing. No other agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Participant or Authorized User. This Agreement may be amended only in writing, signed by all parties hereto.

Authorized User Name (please print) Primary Board/Association NRDS# Maryland Permanent License#

E-Mail Address Firm Name & Address Contact Phone Number (Office, Cell)

Signature of Authorized User Signature of Participant (Broker or authorized representative of Broker)

BY _____ of MARS DATED: _____