

# REALTORS<sup>®</sup> ASSOCIATION OF NORTHEAST WISCONSIN MLS, INC. - MARINETTE

## ELECTRONIC LOCKBOX SYSTEM AND iBOX BT LE SYSTEM

### REALTOR MLS COMPANY PARTICIPANT APPLICATION AND AGREEMENT

APRIL 2018

In consideration of the mutual agreements and promises contained herein, the REALTORS<sup>®</sup> Association of Northeast Wisconsin MLS, Inc. (RANW MLS or MLS), a Wisconsin corporation and a wholly owned subsidiary of the REALTORS<sup>®</sup> Association of Northeast Wisconsin (RANW or Association), hereby subleases and sublicenses to the below-signed MLS Company (hereinafter "Company"), use of the Service (as defined below), use of an electronic KEY (eKEY) smart phone type-device application for each of Company's licensed real estate agents OR licensed or certified appraisers who are approved Keyholders, and if elected by Company by separate agreement, a Company Emergency DisplayKEY In exchange, and by signing below, Company agrees to be bound by all terms and conditions stated herein.

#### 1. Purpose and Recitals

RANW MLS leases a lockbox system and related components from UTC Fire & Security Americas Corporation, Inc. ("Supra") for the use of its members, including the Company. Said lockbox system is comprised of iBox BT LE lockbox units, DisplayKEY units, eKEY smart phone application software, eKEY Professional smartphone application upgraded software, a network supporting the forgoing, and related components and equipment (collectively the "System"). Physical components of the System shall be known as "Equipment." eKEYs, the eKEY professional software upgrade, and DisplayKEYs shall be interchangeably known as "Keys." The Company may use BT LE lockbox units leased by Supra to MLS and subleased by MLS to Company, to provide convenient access to Company's real property listings – usually by storing a physical key which provides access to a Company's listed real property and improvements. Authorized Keyholders may access the contents of the iBox BT LE lockbox units by use of their Keys and other components of the System.

#### 2. Lease and License

**a. Network.** MLS grants to Company (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from Supra, which is necessary for the use and operation of the DisplayKEY or eKEY (collectively, "Key") and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software MLS licenses from Supra (the "Software") for the Term.

**b. eKEY Professional or Basic Software.** MLS grants to Company, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the Basic Software (the "eKEY") or eKEY Professional. The eKEY enables approved Keyholders to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by Supra. Supra may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.

**c. iBox BT LE.** MLS allows Company to possess and use iBox BT LE units for the purposes set forth herein and allows approved Keyholders to use iBox BT LE units ("iBoxes") that MLS has leased from Supra. In addition, MLS grants to Company (i) a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the Keys and iBoxes for the Term and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra for the Term.

**d. Company Emergency DisplayKEY Or MLS Loaner.** If elected by Company by separate agreement, Company may be assigned one DisplayKEY and may use or lend said emergency DisplayKEY only for the limited purposes stated in said separate agreement, or may authorize agent Keyholder the use of the MLS Loaner DisplayKEY. Emergency purposes entail a lost, stolen or malfunctioning eKEY. If so elected and for those limited purposes and under those limited circumstances only, MLS subleases to Company, and Company subleases from Organization, the DisplayKEY and DisplayKEY Cradle, (collectively, "DisplayKEY") which may be new or refurbished. The equipment and software incorporated in the DisplayKEY enables an active authorized Keyholder to obtain a current update code; open and perform other iBox functions; and upload property-showing data. The Company must notify the MLS within 24 hours of the Keyholder to whom a Company Emergency Key has been loaned, and the reason. If extended use is needed, a loaner from MLS is required to be obtained. Company shall require authorized Keyholder to return said borrowed DisplayKEY to Company and/or MLS.

#### 3. Service and Rules

**a.** Company understands that, in order to make the Service available to Company and its authorized Keyholders, MLS and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to MLS. Company understands that, if the Master Agreement is terminated for any reason, the Service will no longer be available to Company or its Keyholders and use of the Service under this Agreement will terminate. Company agrees that, under the terms of the Master Agreement, MLS may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in the termination of the Service under this Agreement.

**b.** In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If Supra discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, 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.

**Continued, Section 3, Service and Rules**

c. By executing this Agreement, Company agrees to maintain the security of 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 Supra 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.

d. Company agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the Supra User Guide and the Rules and Regulations of MLS, as modified from time to time, and the policies of the National Association of REALTORS, as modified from time to time.

e. Company agrees and understands that from time to time, circumstances will change which will necessitate modification to the language of this Agreement. Company also agrees and understands that the most current version of this Agreement will at all times be posted on the RANW.org website or will otherwise be available from MLS upon request. Company further agrees to be bound by the modified terms of any new version of this Agreement or any changes to Rules and Regulations of MLS or Supra, or policies of NAR. In the alternative, if Company reviews a future version of this Agreement and is not willing to be bound to any new terms contained in any new version of this Agreement, Company may opt out by surrendering Company participation in the Lockbox Service and returning any related property to MLS. In the event of an opt-out under this paragraph, the unmodified terms of this original signed and unmodified Agreement shall control, but the opt-out shall not be effective until notice is affirmatively given in writing delivered in person to the MLS Director or Executive Vice-President or by registered or certified mail return-receipt-requested and all lockbox equipment is returned. Failure of Keyholder to affirmatively opt out and return equipment will constitute an agreement to abide by any modified terms.

**4. Eligibility**

a. All MLS member Brokers and Appraisers (also referred to herein as Participants), their sales associates, and licensed or certified Appraisers and their Appraiser Trainees; or the Brokers, sales associates and licensed or certified Appraisers and associated Appraiser Trainees of a member firm of any other REALTOR® Board or MLS under reciprocal agreement with RANW MLS, are eligible to participate in the System, subject to any and all conditions outlined in this or any applicable agreement and in the Rules of the MLS.

b. To continue eligibility to use the System, all MLS access fees must be paid when due and the Keyholder MUST be a qualified Broker or Appraiser Participant of, or maintain affiliation with, an eligible company who is a member of RANW and RANW MLS (hereinafter (Company")) and keep the MLS informed of the identity of said Company, and must be in compliance with the terms of this Agreement and the Rules and Regulations of the MLS.

c. Any Broker or Sales Associate or Appraiser/Appraiser Trainee NOT currently affiliated with a Company will not be permitted to continue access to the System, even if said Associate was previously affiliated with an eligible Participant, has purchased equipment, or has paid the access fee. When any Associate/Appraiser/Appraiser Trainee again becomes affiliated with a Company, and the Keyholder and new Company have executed a new KEY agreement, (or submitted an Agent Transfer form), system access will be reinstated from that time forward subject to payment of any access fee for the then current service period.

d. Keyholder may not sell, transfer, or assign the KEY or any services derived therefrom to any other individual or entity, including, but not limited to, another Keyholder, Broker or Agent, Appraiser, Appraiser Trainee, or Affiliate Home Inspector. Failure to comply with the provisions of this paragraph shall constitute a breach of these Rules and Regulations.

e. Applicant/Keyholder shall notify MLS at the time of application if in the past seven years they have been arrested for or convicted of a crime, or within 30 days of arrest or judgment of conviction if during the course of participation in the LockBox System, they are arrested for or convicted of a crime. (See Section 19 for reporting requirements.)

f. RANW MLS may refuse to issue KEYS, may issue a KEY with limitation and/or restrictions, may terminate existing KEY privileges, and/or may refuse to activate any KEY held by an individual upon the MLS being made aware of the arrest record and/or conviction record of an individual pertaining to an arrest and/or conviction for a felony or a misdemeanor crime in the past seven years in the State of Wisconsin or any other state, or of any similar charges currently pending against an individual, if the arrest or crime, in the determination of the Board of Directors, and after consultation with legal counsel, relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive or violent acts, as provided for in the Rules of the MLS and policy of the National Association of REALTORS.

g. RANW MLS may suspend the right of members to access or use KEYS following their arrest and prior to final determination on any such charge, in the determination of the Board of Directors, and after consultation with legal counsel, the charge relates to a crime that relate to the real estate business or puts clients, customers other real estate professionals, or property at risk, for example through dishonest, deceptive or violent acts, as provided for in the Rules of the MLS and policy of the National Association of REALTORS.

h. All information and statements by Keyholders and Keyholder applicants shall be true in every respect. False or misleading or forged statements made in connection with this Application/Agreement, or failure to provide relevant information may be grounds for denial of the application and or revocation of access to the System and other privileges related thereto.

**5. Purpose**

a. A Realtor Keyholder shall use the KEY only for the intended purpose of gaining authorized entry into real property listings submitted to RANW MLS on which an iBox BT LE unit has been installed and only as relates to the sale or purchase or appraisal of said property for clients and customers, and only as authorized by the listing company in advance, subject to other provisions of this and other Lockbox Agreements and the RANW MLS Rules and Regulations.

b. A Realtor Keyholder may use their Lockbox Key to open a listed property submitted to the MLS for a third party if authorized in writing by Seller and Listing Company as relates to the sale, purchase or appraisal of the property.

**6. Title and Use**

The Service, including all its components, and the Equipment, are and shall at all times for the term of the Master Agreement remain the property of UTC Fire & Security Americas Corporation, Inc. (Supra). 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 Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and shall at all times remain the property of Supra.

**7. MLS Audit and Possession of iBox BT LE Units**

MLS allows Company to possess a limited number of iBox BT LE units for use on location at Company's real property listings and a supply of spare iBox BT LE units to be stored at Company's place(s) of business for use at future prospective real property listings. Company agrees to cooperate with the MLS in an audit of the outstanding iBox BT LE units to be conducted periodically, for the purposes of verifying that the inventory is maintained by the Company and/or to adjust allocations of inventory to meet the allocation formula. Company further agrees that upon demand by the MLS, to return the number of iBox BT LE units in excess of those that the company is reasonably using based on an inventory of current active listings at the time of any such audit.

At the time of the 2017 exchange, the allocation formula was 120% for residential and condominiums and 100% for duplex and multifamily properties filed with the MLS. Within **five (5)** days of the receipt of written request from the MLS for the return of iBox BT LE units, Company agrees to return to the MLS the requested number of iBox BT LE units. Upon return of iBox BT LE units to the MLS, they will be tested to be sure they function properly. If an iBox BT LE unit requires repair due to causes beyond normal wear and tear, Company will be charged **the cost of repair from Supra or the cost of a new replacement iBox BT LE unit.**

If, at any time upon demand or as a result of an audit for any reason, Company fails to account to the MLS for IBox BT LE units in Company's possession within the time allotted in the audit notice, Company agrees to reimburse the MLS for the cost of replacing the number of IBox BT LE units that are unaccounted for. (The cost of replacement is the then current cost from Supra plus tax and shipping.)

Company may, at any time, request that the MLS provide additional IBox BT LE units. Verification by the MLS of active Residential and Multifamily listing inventory will serve as justification for such additional IBox BT LE units. Additional IBox BT LE units, new or refurbished, may be distributed so that the total number of IBox BT LE units (including those already leased to the Participating company) are equal to 1.2 times the active inventory of residential listings filed with the MLS, and 1.0 times the inventory of multifamily listings, less duplicates, or the allocation in effect at the time of the request. Company understands that all allocation formulations, repairs, replacement or other charges and fees described herein are subject to change as determined by the MLS and Supra.

**8. Keyholder Agreements and Authorized Use**

eKEY software and applications, which are necessary to access the electronic IBox BT LE units, will be issued to individual qualifying Keyholders affiliated with Company, contingent on both MLS Participant and individual submitting a signed Keyholder application and agreement with payment, MLS approval thereof, prospective Keyholder agreeing to all terms and conditions therein, and subject to the terms and restrictions of those Agreements and the Rules and Regulations of the MLS, as from time to time amended.

**9. Unauthorized Use**

**COMPANY OR COMPANY'S AFFILIATED KEYHOLDERS WHO ALLOW THE USE OF A KEY BY UNAUTHORIZED PERSON(S), OR WHO OTHERWISE VIOLATE THIS AGREEMENT OR THE RULES OF THE MLS, OR WHO ABUSE THE SYSTEM'S SECURITY WILL BE SUBJECT TO LOSS OF ACCESS TO THE SYSTEM, IMPOSITION OF A FINE UP TO \$15,000.00 AND SHALL BE ASSESSED MLS' ACTUAL AND CONSEQUENTIAL DAMAGES.**

**10. Payment and Fees**

**a. Company – Supra Lockbox System Service Fees**

The monthly MLS LockBox System service fee for access to and use of the System is calculated per licensee in each Realtor MLS participating office, whether or not the licensee has a Key. Invoices will be sent to each Company monthly and shall be due from the Company to the MLS per the invoice. Lockbox service fees must be paid PRIOR to the beginning of each service period. If any Keyholder chooses to add a new Key type or service from the MLS or Supra, Company agrees to be responsible for any additional charges, which will be billed to the company. The monthly lockbox service fee is determined annually by the MLS Directors and is subject to change.

Failure to pay the access fee when due will result in the interruption/ termination of access to entire company. Payments received after the due date will reactivate authorization back to the beginning of the then current service period. There shall be no refunds for partial service periods for those who terminate participation. For new companies beginning during a service period, the fee will be based on the same basis as the MLS service fee.

**b. Keyholder – Keys**

The Company is responsible to pay any charges, costs, penalties, and/or damages arising from Company's affiliated Keyholders use of service. Fees are subject to change from time to time, as determined by the MLS Directors.

**11. Responsibility of Company**

Company acknowledges and agrees that Company is responsible for the adherence by all persons in Company to the Rules and Regulations of the RANW MLS, as from time to time amended, including but not limited to the System's Security and System Requirements; the terms of the Master Agreement; the Keyholder Agreements; and the Supra User Guides; and shall make all reasonable efforts to ensure their compliance, such compliance to include payment of any and all fees applicable to Company and Keyholders.

**12. Report of Criminal Arrests or Convictions**

Company acknowledges that if any individual, including a Keyholder affiliated with the Company, files a Keyholder application from and through Company's office, and reports to the MLS an arrest and/or conviction for any criminal activity, felony or misdemeanor, in the past seven years, the Company will actively participate in the MLS Board of Directors' determination process, investigating the circumstances and giving reasons recommending whether the individual be granted, or be granted with limitation, privileges of access to the System.

Company acknowledges that if any current active Keyholder affiliated with the Company, is arrested and or convicted for any criminal activity, felony or misdemeanor, notification is to be given to MLS within 30 days. MLS may suspend the right of members to access or use KEYS following their arrest and prior to final determination on any such charge, in the determination of the Board of Directors, and after consultation with legal counsel, the charge relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive or violent acts, as provided for in the Rules of the MLS and policy of the National Association of REALTORS.

***NOTE: Brokers are cautioned and reminded that under Wisconsin's Fair Employment Law, arrest and conviction records may be used for employment purposes (including affiliation as an independent contractor) only if an arrest or conviction is substantially related to an employee's or Keyholder's prospective duties. Brokers are encouraged to consult with private legal counsel in the event they have any questions whatsoever in this area.***

**13. Lost or Damaged Equipment**

Any lost or damaged Equipment is the responsibility of the Company and must be reported to the RANW MLS within 24 hours. In the event of loss or damage to any Equipment, Company shall be assessed the replacement cost plus administrative fees as may be determined from time to time by the MLS.

**14. Termination of Service and Return of Equipment**

**a.** Company may terminate this Agreement at any time by returning the Equipment to MLS and paying MLS and Supra any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment as set forth by the MLS, and (ii) any System Fees owing prior to such termination which remain unpaid. Any unused portion of any fee for use of the Service previously paid shall be forfeited by Company.

**b.** The MLS may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by MLS under the Master Agreement or an upgrade of the Service by the MLS, or for any other reason provided for in the Agreement. Upon termination, Company shall be obligated to satisfy all obligations herein.

**c.** ALL IBOX BT LE UNITS AND LOCKBOX SYSTEM EQUIPMENT MUST BE RETURNED UPON REQUEST. In such event, the Company shall immediately return to the MLS, the iBox BT LE units and all other Equipment with all Software and any components included with the Service that have been leased to Company and associates pursuant to this Agreement, in good condition, and working order, ordinary wear and tear excepted. In the event that Company fails to return all Equipment leased to Company upon termination of this Agreement or at the expiration of the Term, Company acknowledges that it is impractical and difficult to assess actual damages to MLS, and therefore agrees to pay to MLS as liquidated damages for such failure to return the Equipment, an amount equal to replacement cost or as otherwise provide for in this Agreement. 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.

**15. Violations**

**IF COMPANY ALLOWS THE USE OF THE SYSTEM BY UNAUTHORIZED PERSON(S) OR FOR AN UNAUTHORIZED PURPOSE, OR OTHERWISE VIOLATES THIS AGREEMENT OR THE RULES OF THE MLS, OR ABUSES THE SYSTEM'S SECURITY, COMPANY WILL BE SUBJECT TO LOSS OF ACCESS TO THE SYSTEM, IMPOSITION OF A FINE IN THE AMOUNT UP TO \$15,000.00, AND SHALL PAY MLS'S ACTUAL AND CONSEQUENTIAL DAMAGES.**

**16. Breach**

Any breach of this Agreement shall constitute an Event of Default.

**17. Rights and Remedies**

**a.** Upon the occurrence of an Event of Default by Company, MLS 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 without any liability for hardship to the Company.

- (i) Terminate this Agreement and demand the return of any Equipment to MLS at Company's sole expense;
- (ii) Terminate Company's sub-licenses to use the Network and to use the Software;
- (iii) Deactivate Company's access to the Service or any component of the Service;
- (iv) Bill the Company for any outstanding amounts owed under this Agreement, including any applicable fine or damages;
- (v) Take any and all actions necessary to collect all amounts currently due and owing under this Agreement, which shall include 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 MLS in connection with the exercise of its rights and remedies under this Agreement;
- (vi) Pursue any other remedy at law or in equity.

**Continued, Section 17, Rights and Remedies**

- b.** If MLS deactivates the Service because of a breach by Company under this Agreement, but does not otherwise terminate this Agreement, Company may be entitled to seek to have the Service reactivated. In order to do so, Company shall be required to cure any and all existing breaches, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by MLS in connection with collecting under this Agreement. After confirmation of the curing of such breaches and the receipt of payment of such amounts, MLS may reactivate the Equipment within a reasonable period of time. MLS reserves the right to impose an administrative fee to reactivate the service.
- c.** In the event that MLS 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 Agreement, all reasonable costs and attorney's fees incurred by the MLS in connection with collecting under this Agreement. Company expressly waives all rights to possession or use of the Service or 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.
- d.** MLS' 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. MLS's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

**18. Software License**

No title or ownership of any Software or any of its components is transferred to the Company, and the Company's use of any Software in connection with the Service constitutes a revocable license. Title to all applicable rights in patents, copyrights, trademarks, and other intellectual property rights shall remain with Supra, and the Company agrees to take appropriate action to maintain the confidentiality of such intellectual property, the Software, and its components.

**19. Indemnity, Waiver and Reimbursement: Representations and Covenants**

Company covenants and agrees:

- a.** If Company breaches this Agreement, or if Company or any Keyholder affiliated with Company is alleged negligent in using the Service resulting in any third party bringing an action against RANW, RANW MLS and/or Supra relating to such breach or negligence, Company shall indemnify, defend and hold harmless RANW, RANW MLS and/or Supra, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by RANW, RANW MLS and/or Supra in such proceeding.
- b. Neither RANW, RANW MLS nor Supra shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Company has been advised of the possibility of such damages.**
- c.** 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.** Company agrees to waive any claim against RANW MLS or RANW for investigation and decision regarding the rules of this Agreement or any Keyholder Agreement, and authorizes anyone to provide information to the MLS and or Association in regard to such investigation.
- e.** To provide MLS and Supra with written notice of any legal proceeding or arbitration in which Company is named as a defendant concerning the System within five (5) days after Company receives written notice of such action.
- f.** Company will reimburse RANW MLS and/or RANW for any and all expenses incurred in attempting to enforce any or all terms and conditions herein against Company as a result of Company's failure to act in accordance with this Agreement. In the event RANW MLS or RANW commences legal proceedings against Company to enforce or interpret any of the provisions of this Agreement, Company agrees to pay all costs incurred together with reasonable attorney's fees as determined by a court of competent jurisdiction both at trial and on any appeal.
- g.** The obligations set forth in this Section shall survive termination of this Agreement.

**20. Warranties and Limitations**

**WARRANTY:** The Service/Equipment is warranted by Supra 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. Said warranty shall pass through to Company. Company must return any defective system component under warranty to MLS at Company's sole cost and expense. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Company agrees to cooperate with MLS and Supra by performing diagnostic tests provided to Company when Company initially seeks warranty service.

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE OF AND IN LIEU OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, AS REGARDS THE SERVICE/EQUIPMENT.

MLS makes no representation or warranty that the Service will prevent any loss by burglary or other criminal action, compromise or circumvention. The Service is not designed or marketed as a security system. Any loss, abuse or misuse of the Service will compromise its integrity.

**21. General Provisions**

- a. This Agreement constitutes the entire agreement between MLS and Company relating to the Agreement of Equipment and use of the Service.
- b. This Agreement shall be effective and binding when signed by Company and approved by MLS.
- c. 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.
- d. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement, or other termination of Applicant's Company status.
- e. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.
- f. This Agreement shall be governed by the laws of the State of Wisconsin.
- g. This Agreement shall be binding upon and inure to the benefit of MLS, and its successors and assigns, and Company and its permitted successors and assigns.
- h. Company by signing hereto authorizes MLS to enforce any Lease provision as pertains to any Lease of the eKEY system by Supra to where the enforcement thereof is deemed necessary by MLS in the enforcement of any term, covenant, or condition of this Agreement.
- i. By understanding and agreement by Company, and RANW and RANW MLS, Company by use of the eKEY system is in fact using materials, information and services provided by MLS to Supra for the purpose of eKEY operations and acknowledges that the service fee charged by MLS for the same is reasonable and necessary.

**Communications**

I understand that by providing below my email address, and telephone number and fax number, I consent to receive communications sent from RANW and RANW-MLS via US email, telephone or facsimile at these number(s)/location(s).

Yes \_\_\_\_\_ No \_\_\_\_\_

**ACKNOWLEDGEMENT BY THE COMPANY**

The Company acknowledges and agrees that neither the Service nor any other components or aspect of the Service is a security system. Neither the Service nor any other components or aspect of the Service are alarmed, nor can they prevent entry into a location. The Service and all components thereof are sold as a marketing convenience KEY control system, and as such any loss or misuse or misappropriation of the Service or its components or the disclosure of personal identification numbers compromises the integrity of the Service. Company and Company's Keyholder shall use all reasonable efforts to insure the confidentiality and integrity of all components of the Service.

\_\_\_\_\_  
Company Name as Registered with RANW MLS (DBA)

\_\_\_\_\_  
Company ID#

\_\_\_\_\_  
Company Legal Name

\_\_\_\_\_  
Signature of Authorized Representative of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative of Company

\_\_\_\_\_  
Relationship of Authorized Representative to Company (e.g. Principal Broker, Manager):

\_\_\_\_\_  
Company Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Reliable Email Address for Company

\_\_\_\_\_  
Office Phone

**Please return ALL pages to RANW MLS - Keep a Copy for Your Records – Thank you.**