
Keyholder Name

Keyholder ID

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 by and between Virginia Peninsula Association of REALTORS®, Inc. ("VPAR") and Keyholder shown on page 4 of this Agreement on the date set forth therein.

Keyholder and VPAR agree as follows:

1. LEASE AND LICENSE

a. **ActiveKEY.** If selected, VPAR leases to Keyholder, and Keyholder leases from VPAR, the ActiveKEY (the "ActiveKEY") (which may be new or refurbished). The equipment and software incorporated in the ActiveKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property-showing data.

b. **eKEY Basic Software.** If selected, VPAR grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Basic Software (the "eKEY"). The eKEY enables Keyholder 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.** If applicable, VPAR leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes"). In addition, VPAR grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the iBoxes for the Term and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software VPAR licenses from Supra for the Term.

d. **Network.** VPAR grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which VPAR licenses from UTC Fire & Security Americas Corporation, Inc. ("Supra"), which is necessary for the use and operation of the ActiveKEY or eKEY (collectively, "Key") for the Term shown on page 4 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software VPAR licenses from Supra (the "Software") for the Term.

e. Designated REALTOR® and Keyholder hereby warrant that now and for the term of this Agreement, Designated REALTOR® shall maintain supervisory authority over Keyholder. Keyholder shall be actively engaged in the real estate profession as defined by the National Association of REALTORS® and both Designated REALTOR® and Keyholder shall maintain current Virginia real estate licenses or appraiser licenses. Designated REALTOR® and Keyholder shall promptly notify VPAR should any of the statements in this paragraph become no longer true. Designated REALTOR® agrees that he/she is jointly and severally liable with Keyholder for all duties, responsibilities, and obligations of Keyholder under this license.

2. SERVICE

a. The Software, the equipment incorporated in the ActiveKEYs and iBoxes (if applicable), (collectively, "Equipment"); Network; and KIM Database are collectively, "Service."

b. Keyholder understands that, in order to make the Service available to Keyholder, VPAR and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to VPAR. **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, VPAR 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 VPAR under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and VPAR with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of VPAR to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.

c. In the Master Agreement, Supra has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to VPAR. 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, VPAR 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 and Designated REALTOR® agree to: (i) comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide; (ii) comply with the Rules and Regulations of VPAR and/or its MLS system; (iii) keep VPAR advised in writing at all times as to the address and current e-mail address of Keyholder; and (iv) return all related equipment to VPAR immediately upon the termination of Keyholder's affiliation with Designated REALTOR® (Unless an appropriate transfer has been executed). By executing this Agreement, Keyholder 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. Keyholder 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.

3. TERM This Agreement shall commence on the date set forth above and have a term ("Term") until the date shown on page 4,

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 VPAR A FEE FOR THE LICENSE AND USE OF THE SOFTWARE, PLUS APPLICABLE TAX (THE "USAGE FEE"). THE USAGE FEE SHALL BE DETERMINED BY VPAR'S BOARD OF DIRECTORS AND SHALL BE INCLUDED IN THE QUARTERLY BILLING TO EACH DESIGNATED REALTOR®. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS LICENSE IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**

b. Keyholder shall pay the System Fee determined by the VPAR upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the VPAR.

c. VPAR 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 VPAR, 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 (except iBoxes), are and shall at all times remain the property of Supra. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of Supra. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

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 VPAR. The cost for replacing 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 - \$300.00**. 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 VPAR to such location as VPAR shall specify, the ActiveKEY and all Software and any components included within the Service that have been leased or licensed 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 Guide, and a third party brings an action against VPAR and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless VPAR 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 VPAR and/or Supra in such proceeding.

b. **That neither VPAR 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 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 VPAR and Supra 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 VPAR 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, VPAR may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies: (i) terminate this Agreement and demand the return of any Equipment and Software to VPAR; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct Supra 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 VPAR in connection with the exercise of its rights

and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by VPAR 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 and Software to VPAR and to pay VPAR any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.

c. If VPAR 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 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 VPAR in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, VPAR shall direct Supra to reactivate the Equipment within twenty-four (24) hours.

d. In the event that VPAR 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 VPAR 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. VPAR'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. VPAR'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 fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the city where VPAR is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

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 notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

12. TERMINATION

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to VPAR and paying VPAR any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software 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 VPAR.

b. VPAR may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by VPAR under the Master Agreement or an upgrade of the Service by VPAR. 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 agrees to pay to VPAR, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 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 and Software are warranted by Supra against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. Supra 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 VPAR at Keyholder's sole cost and expense and VPAR 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 VPAR and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

14. GENERAL PROVISIONS

a. This Agreement constitutes the entire agreement between VPAR and Keyholder relating to the Agreement of Equipment and use of the Service.

b. Provided that Keyholder has returned to VPAR all keys previously leased by VPAR to Keyholder, all prior leases between VPAR and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.

c. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.

d. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.

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

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

g. This Agreement shall be governed by the laws of the State in which VPAR is located.

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

This is a legal document. Execution of this Agreement, including the preceding 3 pages in addition to this page, shall obligate the parties to perform as provided herein.

ActiveKEY and eKEY Basic Software Sub-Lease/License Agreement – Page 4

Virginia Peninsula Association of REALTORS®, Inc.

SIGNATURES:

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

For Keyholder:

By: _____

Printed
Name: _____

Company: _____

Mailing
Address: _____

City, State,
& Zip Code: _____

Email
Address: _____

Phone: _____

Agent ID: _____

Date: _____

For VPAR:

By: _____

Title: _____

For Designated REALTOR®:

By: _____

TERM OF AGREEMENT:

The term of this Agreement commences on the date set forth in the signature block and ends on **April 21, 2022** unless terminated earlier as provided in Section 12 of the Agreement.

LEASED AND LICENSED PRODUCT INFORMATION:

Returned Key Serial #: _____

New Key Serial #:

ActiveKEY: _____ **OR** eKEY Basic Software: _____