



GREATER HARTFORD ASSOCIATION OF REALTORS®, Inc.



iBox BT LE and eKey Software Sub-Lease/License Agreement

This Sub-Lease/License Agreement ("Agreement") is entered into on _____, 20__ by and between _____ ("Keyholder"), and Greater Hartford Association of REALTORS®, Inc. ("GHAR") covering the following:

iBox BT LE (Serial # recorded in Supra database)

eKEY Professional or Basic Software (Serial # recorded in Supra database)

Keyholder and GHAR agree as follows:

1. LICENSE AND LEASE

a. **eKEY Professional or Basic Software.** If selected, GHAR grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Professional or 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.

b. **iBox BT LE.** If applicable, GHAR leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes").

c. **Network.** GHAR grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which GHAR licenses from UTC Fire & Security Americas Corporation, Inc. ("Supra"), which is necessary for the use and operation of the iBox and eKEY for the Term shown on page 2 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software GHAR licenses from Supra (the "Software") for the Term.

2. SERVICE

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

b. Keyholder understands that, in order to make the Service available to Keyholder, GHAR and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to GHAR. **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, GHAR 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 GHAR under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and GHAR with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of GHAR 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 GHAR. If the Equipment leased is lost, destroyed or damaged, GHAR may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.

d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of GHAR. 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. TRANSFER. If Keyholder transfers from one Broker of Record to another, Keyholder will be entitled to continue hereunder, provided the new Broker of Record executes in writing within five days, a transfer and assumption of Broker of Record's responsibilities on a form provided by GHAR. (N/A for members who are Home Inspectors.) GHAR may assess a processing fee for such transfers, which must be paid by Keyholder promptly. Failure to return the completed transfer form or pay any applicable transfer fee to GHAR within five days shall constitute default under this Agreement by Keyholder.

4. STATUS. If Keyholder or Keyholder's Broker of Record (if applicable) fails to maintain an active Real Estate license, the eKEY will be deactivated and Keyholder must immediately return all leased iBoxes in his/her/its possession to GHAR.

5. SECURITY OF KEY. Keyholder agrees:

- a. To maintain the security and confidentiality of any secret code numbers.
- b. To not permit the eKEY to be used by any other person, unless permitted under GHAR rules.
- c. To not assign, transfer or pledge this Agreement or the eKEY.
- d. To immediately notify GHAR in writing of the loss, or theft of the eKEY and circumstances surrounding such loss or theft.
- e. To follow all additional security procedures as specified in writing by GHAR from time to time.

6. TERM This Agreement shall commence on the date set forth in the signature block and have a term ("Term") through **March 18, 2027**, unless terminated earlier or extended pursuant to the provisions of this Agreement.

7. PAYMENTS

a. During the term of this agreement, keyholder shall pay to GHAR a fee for the right to use the service plus applicable tax (the "System Fee"). Such System Fee shall be determined by GHAR. Keyholder shall be entitled to terminate this agreement in accordance with the provisions contained in section 15.

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

c. GHAR 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 GHAR, 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 GHAR 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.

8. TITLE AND USE The Service, including all its components, and the Equipment (except purchased 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.

9. RISK OF LOSS; RETURN OF LEASED EQUIPMENT/SOFTWARE

a. No loss, damage or destruction to the leased iBox shall relieve lessee of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of GHAR. The cost for replacing any Equipment that is lost, damaged or destroyed and the damages to be paid by Keyholder for failing to return the leased iBoxes upon termination of this Agreement is: **-iBox BT LE \$ _110 _____** per leased iBox. Replacements may be refurbished Equipment.

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

10. 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 Supra User Guide, and a third party brings an action against GHAR and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless GHAR 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 GHAR and/or Supra in such proceeding.

b. That neither GHAR 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 GHAR 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.

11. 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;

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.

iii. Termination of Broker of Record's Membership in a REALTOR® Association (if applicable), or if Broker of Record license becomes inactive.

iv. Termination of Keyholder's membership or affiliation with a Broker of Record for any reason, unless a transfer and assumption of Broker of Record's responsibilities is submitted to GHAR, in accordance with Section 3 of this Agreement (if applicable).

v. Failure to comply with any provision of this Agreement, including, without limitation, the rules and policies incorporated herein by reference.

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

12. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Keyholder, GHAR 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 GHAR;

- ii. terminate Keyholder's sub-license to use the Network and 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 GHAR in connection with the exercise of its rights and remedies under this Agreement.
- b. Upon the occurrence of an Event of Default by GHAR 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 GHAR and to pay GHAR any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.
- c. If GHAR deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to do so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by GHAR in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, GHAR shall direct Supra to reactivate the Equipment within twenty-four (24) hours.
- d. In the event that GHAR 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 attorney's fees incurred by GHAR 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. GHAR'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. GHAR's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

13. 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 GHAR 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.

14. NOTICES All notices hereunder shall be sent by (i) hand-delivery, (ii) email, (iii) certified mail, return receipt requested, postage prepaid, (iv) by electronic mail to Keyholder's address on file with GHAR, or (v) 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, one (1) day after the day deposited with an overnight delivery service, or, if sent by electronic mail, at the time it is sent unless the sender receives a notification of delivery failure within twenty-four (24) hours thereafter.

15. TERMINATION

a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to GHAR and paying GHAR 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 9(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 GHAR.

b. GHAR may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by GHAR under the Master Agreement or an upgrade of the Service by GHAR. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 15(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 GHAR, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 9(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.

16. 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 GHAR at Keyholder's sole cost and expense and GHAR 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 GHAR and Supra by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

17. GENERAL PROVISIONS

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

b. Provided that Keyholder has returned to GHAR all components of the service provided by GHAR to Keyholder or deleted the Software as directed, all prior leases between GHAR 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 of Connecticut.

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

18. AMENDMENT GHAR may unilaterally amend this Agreement to the extent any amendments are necessary or appropriate for compliance with the applicable laws.

19. INSPECTION/AUDIT GHAR shall have the right to inspect the Equipment issued to KEYHOLDER at all reasonable times and places. Keyholder agrees to submit the Equipment for inspection at GHAR's headquarters, when given not less than 48 hours written notice, or a verbal request, if it is believed that the integrity and security of the System are in jeopardy.

20. BROKER OF RECORD RESPONSIBILITY (if applicable) Broker of Record confirms that Broker of Record is a licensed Real Estate broker. Broker of Record also confirms:

- a. Keyholder is in fact affiliated with Broker of Record.
- b. Keyholder has a current real estate broker or salesperson license.
- c. In addition to Broker of Record's obligations under Section 4 of this Agreement, Broker of Record will notify GHAR in writing should Keyholder's affiliation with Broker of Record be terminated.

d. Broker of Record shall supervise the duties and responsibilities of Keyholder under this Agreement.

21. RULES AND REGULATIONS GHAR's KeyBox Service Rules and other regulations pertaining to Keys, KeyBoxes, and their use, and all rules, regulations and policies of GHAR relating to the operation of this keybox system are incorporated herein by reference, as they now exist and as they may be amended from time to time. Broker of Record and Keyholder covenant and agree to comply with the provisions contained therein.

22. FAILURE TO COMPLY Failure to comply with the terms of this Agreement may result in disciplinary action by GHAR, a written complaint to the Real Estate Commission, and/or any appropriate law enforcement agencies.

23. MANAGED ACCESS SPECIFIC PROVISIONS. If you intend to grant keybox access to an individual who does not otherwise have access, you acknowledge that you will obtain explicit consent to do so from the owner of the property to which the keybox grants access. Proof of the property owner's consent to allow such access must be retained by you and provided upon request.

Print KEYHOLDER's Name

Print Broker of Record's Name (N/A for home inspectors)

KEYHOLDER's Signature

Broker of Record's Signature (required)
(N/A for home inspectors)

Firm Name _____

Firm Address _____

KEYHOLDER's Cell Phone No. _____

KEYHOLDER's Email Address _____

KEYHOLDER's Home Address _____

Greater Hartford Association of REALTORS®, Inc.

By:

Authorized GHAR Representative