

eKEY™ SOFTWARE LICENSE AND USAGE AGREEMENT

In consideration of the mutual agreements and promises contained herein, the party signing below agrees that:

The South Central Wisconsin MLS Corporation ("SCWMLS,") a Wisconsin corporation and a wholly owned subsidiary of the REALTORS® Association of South Central Wisconsin ("Association") hereby **sub-licenses** to the Keyholder named below the use of the eKEY Basic Software or eKEY Professional Software ("eKEY"). The receipt of the eKEY is hereby acknowledged by the keyholder ("Keyholder") along with this license for its use to access the KeyBox system owned by UTC Fire & Security Americas Corporation, Inc. ("Supra") (the "Supra System"). The Keyholder further acknowledges that the KeyBoxes are owned by the SCWMLS.

- (1) **LICENSE TO USE:** The SCWMLS hereby grants to the Keyholder a limited, non-transferable, revocable sub-license to use the eKEY in connection with the Keyholder's normal and customary activities as a licensed real estate agent, licensed or certified appraiser, and/or registered Home Inspector, on the terms and conditions set forth below.
- (2) **ELIGIBILITY:**
 - (a.1) All Association/SCWMLS member **Designated Participants** (also referred to herein as **Brokers**), their **sales associates or licensed or certified appraisers**; OR the brokers, sales associates, or licensed or certified appraisers of a member firm of any other REALTOR® Association participating in the SCWMLS under a wide area marketing agreement or similar type agreement, are eligible to participate in the Supra System. **(OR)**
 - (a.2) All **State of Wisconsin registered Home Inspectors** who are **State Affiliate** members or are **Local Affiliate** members associated with a State Affiliate member of the Association or any other REALTOR® Board/Association are eligible to participate in the Supra System.
 - (b) To continue eligibility to use the Supra System, all access fees must be paid when due and the Keyholder **MUST** keep the Association/SCWMLS informed of the current company/office affiliation.
 - (c) Any sales associate, licensed or certified appraiser or registered Home Inspector NOT currently affiliated with an eligible Association/SCWMLS Designated Participant or firm will not be permitted to continue access to the Supra System, even if said Keyholder was previously affiliated with an eligible Designated Participant or firm, has leased eKEY software, or has paid the access fee. When any Keyholder again becomes affiliated with an eligible Designated Participant or firm, system access will be reinstated from that time forward subject to payment of any access fee for the then current service period.
 - (d) The Association/SCWMLS shall refuse to lease eKEY software, shall terminate existing eKEY privileges and shall refuse to activate any eKEY held by an individual convicted of a crime if the crime, in the determination of the Board of Directors and after consultation with legal counsel, relates to damage or loss of property or puts clients, customers or other real estate professionals at risk.
- (3) **TERM:** The term shall be for one (1) year. The annual renewal date is **June 1**. Unless previously revoked, as described, the term of this Agreement shall be automatically renewed for one (1) year upon payment of the annual access fee and compliance with all other provisions of this agreement.
- (4) **PURPOSE: A Keyholder shall use the eKEY only for the purpose of gaining authorized entry into real property on which a Supra System KeyBox has been installed.**
- (5) **REVOCATION OF SERVICE:** Use of the eKEY software shall be revoked forthwith by deactivating the eKEY upon the happening of any one of the following events:
 - (a) Termination of eligibility as defined in paragraph (2) above.
 - (b) Failure of Keyholder to perform in accordance with any or all of the terms & conditions set forth in this agreement including, but not limited to, provisions for security set forth in paragraphs 6,7,10,12 & 13 below.
 - (c) Failure to pay the yearly access fee as provided in paragraph 11.
- (6) **SECURITY:** For the security of the Supra System and of property owners, Keyholder agrees to keep the eKEY device in his/her possession or in a safe place at all times. Keyholder shall be accountable to the SCWMLS at all times for the eKEY and agrees to:
 - (a) **Never allow the Keyholder's personal identification number ("PIN") to be attached to the eKEY device.**
 - (b) **Never to disclose to any third party the Keyholder's PIN.**
 - (c) **Never loan the eKEY device to any person, for any purpose whatsoever, or to permit the eKEY device to be used for any purpose by any other person.**
 - (d) **Not to assign, transfer or pledge this eKEY Software Agreement.**
 - (e) **To immediately notify the SCWMLS by telephone or in writing, of the loss or theft of an eKEY device and the circumstances surrounding such loss or theft.**
 - (f) **To follow all rules and regulations stated in the Supra User Guide and any additional rules and regulations as specified in this Agreement and in the MLS Handbook Rules and Regulations Section IX (available online at www.scwmls.com) or as adopted by Association/SCWMLS from time to time with respect to the eKEY or any other aspect of the Supra System.**
- (7) **AUDIT/INSPECTION OF eKEY:** Upon receipt of written notice, Keyholder shall immediately submit the eKEY device (phone, tablet, etc.) for inspection at the SCWMLS office at a time designated by the SCWMLS. The eKEY device shall be deemed lost if a Keyholder refuses or is unable to demonstrate that the EKEY™ device is within the Keyholder's physical control. Those eKEYs considered by the Association/SCWMLS, at its discretion, to be lost will be deactivated immediately.
- (8) **INDEMNITY:** Keyholder shall indemnify Association/SCWMLS and Supra against, and hold Association/SCWMLS and Supra harmless from, any and all actions, suits, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the use of the eKEY, including, without limitation, the delivery, possession, use or loss by anyone other than the Association/SCWMLS or costs incurred in the recovery of the eKEY.

Keyholder agrees to waive any claim against the Association/SCWMLS and Supra for investigation and decision regarding the rules of this eKEY Software Agreement and authorizes anyone to provide information to the Association/SCWMLS in regards to such investigation.

- (9) **REIMBURSEMENT:** Keyholder agrees to reimburse the Association/SCWMLS for any and all expenses incurred in attempting to enforce any or all terms and conditions herein against Keyholder as a result of Keyholder's failure to act in accordance with this Agreement. In the event the Association/SCWMLS commence legal proceedings against Keyholder to enforce or interpret any of the provisions of this Agreement, Keyholder agrees to pay all costs incurred together with reasonable attorney's fees as determined by the court both at trial and on any appeal.
- (10) **KEYHOLDER RESPONSIBILITY:** Each Keyholder agrees:
- (a) To **NEVER permit any other person to use the eKEY for any reason.**
 - (b) To attend an instructional meeting on the operation and use of the eKEY as required by the Association/SCWMLS.
 - (c) To pay the annual access fee when due.
 - (d) To immediately (within 48 hours) notify the Association/SCWMLS of any change in company/office affiliation or termination.
 - (e) *Showing appointments must be made through the listing company*, except under the following circumstances:
 - (1) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
 - (2) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. **No access shall be provided to listed property on terms other than those established by the owner or the listing broker.**
 - (f) To abide by the current published Rules and Regulations (Section IX) of MLS as published in the MLS Handbook and on the MLS website www.scwmls.com, which may be from time to time amended. *Keyholder acknowledges receipt of copy of MLS Corporation Rules & Regulations Section IX.*
- (11) **ACCESS FEES:** A yearly access fee shall be due from the Keyholder. Invoices will be sent to each Keyholder's office and a notice will appear in the Association/SCWMLS newsletter and on the SCWMLS website. It is the Keyholder's responsibility to obtain such invoice and make timely payment. Access fees must be paid PRIOR to the beginning of each service period. Failure to pay the access fee when due will result in interruption/termination of access. 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 Keyholders beginning during a service period, the fee will be prorated in quarterly increments for the then current service period.
- (12) **FAILURE TO COMPLY:** Any failure to comply with any of the terms of this agreement shall constitute an event of material default hereunder. In the event of such default, Association/SCWMLS has the right to immediately interrupt/terminate access to the Supra System without any liability for hardship to the Keyholder.
- (13) **VIOLATIONS:** Keyholders allowing the use of an eKEY by unauthorized persons or otherwise violating these rules or abusing the Supra System's security will be subject to loss of access to the Supra System, fines, or both, as determined by Association/SCWMLS Rules and Regulations.
- (14) **WARRANTY: Neither the SCWMLS nor the Association offers any warranty regarding the use or operation of the eKEY software, or any KeyBox.**
- (15) **LOST OR STOLEN eKEY software:** Lost or stolen eKEY software **MUST be reported immediately to the SCWMLS.** These eKEYs must be deactivated immediately.
- (16) **TERMINATION:** In the even the Keyholder no longer meets the eligibility requirements as set forth herein and as may be amended by the SCWMLS from time-to-time, the SCWMLS shall immediately terminate the eKEY software and access to the KeyBox system.

Initials

Initial

I have read this agreement, and as a Keyholder I understand and agree to comply with its terms and conditions. Dated:

Keyholder Signature

Keyholder Name (Printed) _____

Company Name: _____

Choose a 4-digit PIN: _____

Have you been convicted of a crime within the last 5 years? Yes No

If Yes, eKEY software will be activated only upon approval of application by the SCWMLS Board of Directors.

Please email the completed form to keys@wisre.com. You will be invoiced.

For Staff Use Only:	
Key Serial # _____	Agent Code # _____