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6. **Authorization:** Before the User may install or use any KeyBox on real property, User shall first obtain written authorization from the property owner and also, if applicable, any tenant in possession of the property. Extreme care should be taken by the User to ensure that all doors to the listed property and the KeyBox are locked. The User agrees to disclose to the property owner and any tenants that the KeyBox is not designed or intended as a security device.

7. **Default:** If the User fails to observe, keep or perform any obligation or provision of this Agreement, SANDICOR, in addition to any specific rights set out herein, shall have the further right to exercise any and all of the following: (a) to deactivate the Card, (b) to terminate this Agreement, (c) to take legal action against the User to recover all damages incurred by SANDICOR resulting from such default and/or improper use of the Card; and (d) to pursue any other remedy at law or in equity.

8. **Card Deactivation:** SANDICOR may deactivate the Card at any time upon the occurrence of the following: (a) the Card is lost or stolen; (b) User fails to pay the System Fee; (c) User otherwise breaches this Agreement; or (d) upon termination of this Agreement.

9. **Annual System Fee:** User shall annually pay to SANDICOR a system fee (the "System Fee") during the term. The initial System Fee is payable upon initial purchase of a Card; the initial System Fee will be a prorated portion of the annual fee if User purchases the Card after December 1st of any year. Future System Fees shall be due and payable on June 1, of each year of the term. SANDICOR may adjust the System Fee on an annual basis. The System Fee is due upon SANDICOR's delivery of an invoice therefor to User. User's failure to pay the System Fee within 30 days of SANDICOR's delivery of the invoice shall constitute a breach of this Agreement. The User wishing to reactivate a previously deactivated Card may be subject to a Reactivation Fee.

10. **Term of Agreement:** The term of this Agreement shall begin on the date of this Agreement. User may terminate this Agreement at any time. Any unused portion of the System Fee previously paid shall be forfeited by User. If User terminates this Agreement because of User's termination of User's membership as a SANDICOR MLS Participant or Subscriber, SANDICOR shall have the option to waive its rights to collect from User past and future payments of the System Fee which would otherwise be owed by User to SANDICOR during the term of this Agreement. However, SANDICOR conditions such a waiver on User's transfer of ownership of User's Card to SANDICOR. Further, if User subsequently renews its membership as a SANDICOR MLS Participant or Subscriber, SANDICOR may condition User's right to any new Card and Keyboxes on such User's payment of all System Fees during the interim period in which User was not a SANDICOR MLS Participant or Subscriber. SANDICOR may terminate this Agreement at any time with or without cause, provided that at least 90 days advance notice of such termination is given to User. SANDICOR reserves the right to assign any or all of its interest and rights under this Agreement.

11. **Rules and Regulations:** Those portions of the Rules and Regulations of the MLS of SANDICOR and other policies pertaining to KeyBoxes, Cards and the System and their use are incorporated herein by reference, as they now exist and as they may be amended from time to time. The User covenants and agrees to comply with the provisions contained herein as well as any and all reasonable rules and regulations promulgated by SANDICOR and as contained within the MLS Rules and Regulations or other regulations, as amended from time to time (as they relate to KeyBoxes, Cards and the System). The User agrees that violation of this Agreement shall constitute a violation of the MLS Rules and Regulations.

12. **Indemnity:** User hereby agrees to indemnify, defend and hold harmless SANDICOR and its respective officers, directors, employees and agents from any and all claims, demands, liabilities, and costs, including attorney's fees, arising out of or relating to the loss or improper use by User of the Card, the KeyBoxes or misuse of any other aspect of Supra's Advantage Express KeyBox System. User expressly waives, releases and holds harmless SANDICOR from any actual damages, lost business or any other claim arising out of or related to the use or implementation of the KeyBox System. This indemnity obligation shall survive the cancellation or termination of this Agreement.

13. **No Warranty:** SANDICOR offers no warranty, expressed or implied, regarding the use or operation of any Card, KeyBox or any other component of the KeyBox System, whether hardware or software.

User Initials Staff Initials

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