

**AMENDMENT**


The Master Agreement (the "Agreement") effective November 25, 2007 by and between The Southwest Louisiana Association of REALTORS®, Inc. ("Organization") and UTC Fire & Security Americas Corporation, Inc. (formerly Supra, a division of GE Security, Inc.) ("UTCFS") is amended as follows:


1. Organization and UTCFS agree that the term of the Agreement is extended six (6) years from the start date for iBox BT Service unless terminated earlier as provided in this Agreement. The iBox BT Service will start on or about November 14, 2011.
2. Organization and UTCFS further agree that the existing Exhibits A, Description of Products, Software and Services; C, Pricing Schedule; and F, Keyholder Agreement, are replaced with the attached Exhibits A, Description of Products, Software and Services; C, Pricing Schedule; and F, Keyholder Agreement.
3. Except as provided herein, the terms and conditions of the Agreement shall remain unchanged.
4. Each party represents that the person executing this Amendment for such party is acting on behalf of such party and is duly authorized to execute this Amendment for such party.
5. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed and delivered this Amendment as of November 5, 2011.

For UTC Fire & Security Americas Corporation, Inc.:

For The Southwest Louisiana Association of REALTORS®, Inc.

By:   
Name: Kimberly K. Dugan  
Title: CFO - Supra

By:   
Name: JACKIE Ribodeaux  
Title: CEO

## Exhibit A

### Description of Products, Software, and Services

#### Introduction

The KIM System has been designed to provide a complete keybox, key storage, and information management solution specifically designed for the real estate industry. This KIM System includes the Products, Software and Services described below. Some of the Products, Software, and Services shown herein may not apply to the Service chosen by Organization.

#### I. Products

##### A. ActiveKEY

The ActiveKEY is the networked electronic key that establishes connection for data transfer via a cellular network. The Keyholder is required to enter their own unique PIN code to open keyboxes and receive showing information. Keyholders log on to [www.supraekey.com](http://www.supraekey.com) and click on "Log on to SupraWEB!" to view the information collected.

##### B. eKEY

The eKEY is a networked, mobile information tool that provides Keyholder access to keyboxes. It also allows them to manage leads, listings, and property access through the use of a smartphone and a unique PIN code.

The eKEY Software is delivered electronically to the Keyholder.

##### C. Supra iBox BT

The Supra iBox BT uses Bluetooth technology allowing Keyholders with certain smartphones to communicate directly with the iBox BT without any additional hardware when accessing listing keys. The iBox BT:

1. Releases the shackle from the box in one step for easy installation;
2. Is designed for narrow doorways and screen doors;
3. Has a key container that holds up to five (5) house keys or two (2) gate cards and 2 house keys;
4. Is an all-metal key container;
5. Has three different access hour settings allowing for weekday, Saturday, or Sunday showings;
6. Allows eKEY users to access electronic notes left by the listing agent for showing agents: i.e. "Alarm code is", "Carpets just cleaned", or "Take shoes off";
7. Allows listing agents with an eKEY to leave an electronic flyer for the showing agent;
8. Is compatible with many smartphones on the market;

9. Is compatible with Supra's infrared electronic keys;
10. Records the last 100 entries so listing agents can review showing activity.

## **II. Software**

### **A. MLS Information**

MLS vendors can provide customers access to keybox showing information directly from the MLS system. Keyholders can assign keyboxes to listings, view keybox setting information and access hours all from their web based MLS System.

### **B. ShowingValue**

ShowingValue is a listing tool that increases productivity by providing email notification of showing activity, feedback from showing agents, and listing reports that can be sent directly to clients.

### **C. SupraWEB**

SupraWEB allows Keyholders to view information about their key and keyboxes and to do the following:

1. Generate Update Code – Keyholders can log onto a secure website to obtain an update code to renew their key for use;
2. Configure Market Area – eKEY Keyholders can define market area by property type, area, price and status for download to their smartphone;
3. Change PIN Code – eKEY Keyholders may change their PIN code on the website as frequently as needed;
4. Identify Keyholder – Authorized Keyholders may look up information on another Keyholder to determine their office and obtain phone numbers;
5. View Showing Activity – Compiles information allowing authorized Keyholders to view entries into keyboxes;
6. View Key Activity – Allows Keyholder to view properties they have shown.

### **D. SupraNET**

Administrators can securely connect to SupraNET from almost any Internet-connected computer with login and password. SupraNET acts as a communication portal for product updates and announcements and allows the user to:

1. Find Keyholder information;
2. Complete web-based electronic transactions;
3. Assign and program keys;
4. Accept payments with credit card reader/signature pad;
5. Print or email receipts;

6. Manage keyboxes;
7. Add, upgrade, or downgrade Keyholders;
8. View and send messages;
9. Print and email reports.

### **III. Services**

#### **A. eKEY Software Service**

There are two (2) types of services for eKEY Keyholders: Basic and Professional.

1. **Basic Software Service.** An access-only service, which allows smartphone users the ability to open keyboxes, review showing activity, program keyboxes and receive messages.
2. **Professional Software Service.** Service with all of the functionality of Basic Software Service and along with the following: listing information downloaded automatically (updated daily from the MLS System) to the smartphone, MLS information, roster information, real estate specific tools, and iBoxes programming capability with listing agent information, showing notes on the property and time access hours.
3. **Applications – The eKEY includes three different software applications:**
  - i. eKEY - Used to open keyboxes, programs shackle codes and hours of operation;
  - ii. eDATA – Professional Service only application used to search and view MLS listing information and roster information;
  - iii. eSYNC - Allows the key to interface with the KIM System to update the key and to download MLS and roster data automatically on a nightly basis. Can also be manually activated at any time for updates.

#### **B. Supported Devices**

A complete and updated list of supported and qualified devices\* can be found at [www.supraekey.com](http://www.supraekey.com). Any current qualified device may be updated with the current eKEY application software. Any qualified device that has been removed from the website list may only receive eKEY software via the website that was available at the time the device was removed. eKEY Keyholders will receive call center support on their current and/or past-certified eKEY device for as long as the current agreement is in effect.

Supported and qualified devices may, in some cases, require the use of a fob or adapter. Information about such requirements is available at [www.supraekey.com](http://www.supraekey.com).

\* Devices that fall under a minimum number of active users throughout the eKEY customer base may be removed from the website list and receive no subsequent software enhancements.

#### **C. KIMVoice**

KIMVoice is an easy to use Interactive Voice Response (“IVR”) System. Keyholders can call KIMVoice toll-free 24 hours a day to update their key, request a Call Before Showing Code (“CBS”), or to identify the owner of a Key.

#### **D. Data Centers**

There are two (2) state-of-the-art data centers integrating high-reliability technology with advanced technologies that include system redundancy and back-up power for uninterrupted service. Our centers are monitored twenty-four (24) hours a day, seven (7) days a week with the exception of scheduled major holidays.

#### **E. Data Services**

Field Engineers will work to set up the KIM System and determine what MLS information is to be sent to the eKEY.

They will assist in the installation of the KIM System, test its connectivity to the data centers, and establish the membership interface.

They will map each defined field so that MLS and roster information is available for eKEY users selecting Professional Service. Once defined, your MLS data from your MLS system will be aggregated to be downloaded to eKEY users every night. After the initial deployment of the data definition, the Field Engineer remains as the main contact for the Organization and the MLS vendor to incorporate any changes due to MLS conversions.

#### **F. Installation Services**

Installation Services will coordinate the delivery and implementation of the new system. Authorized Keyholders complete the required paperwork, pay any applicable fees, are issued the chosen Product, and receive training.

The Project Manager will serve as the main point of contact during the planning and installation processes.

#### **G. Association/MLS Staff Support Team**

There are two (2) teams of individuals who provide telephone support to our system administrators.

The Liaison Team provides technical support on the system software and product troubleshooting. The Liaison Team also assists with system software upgrades, and training new system administrators on the use of the system. Hours of operation are Monday through Friday from 6 AM to 5 PM, Pacific Time.

The Customer Service Team assists with product ordering, product returns, and questions on the administration of the system. Hours of operation are Monday through Friday from 7 AM to 5 PM, Pacific Time.

#### **H. Training Team**

There is a team of trainers who provide Product and system training along with instruction on the administration of the system.

Keyholders receive Product training at the installation and are provided with any applicable training collateral. Such collateral is also provided to the system administrator to allow for training new Keyholders after the installation.

#### **I. Billing Services**

Billing Services hours of operation are from 6 AM to 7 PM, Pacific Time, Monday through Friday. The Billing Services group does the following:

1. Directs Keyholders to, and assists Keyholders with, the automated pay-by-phone system;
2. Resolves Keyholder billing issues;
3. Processes payment transactions;
4. Verifies replacement insurance and provides authorization for insurance claims;
5. Collects and submits information on credits, adjustment, and refunds;
6. Provides direction to Keyholders needing to upgrade or downgrade;
7. Interprets service contracts on billing issues for Keyholders;
8. Helps to maintain contract summary database information.

**J. Technical Support**

The Technical Support team provides technical and general user support for ActiveKEYs and eKEYs, UTCFS applications for all supported devices, and full support of devices obtained through UTCFS (keys, PDAs, and keyboxes). Hours of operation are from 5 AM to 7 PM, Pacific Time, seven days a week with the exception of scheduled major holidays. Service is provided through inbound telephone calls, email, and fax. Specific support includes:

1. MLSi (multiple listing service integration);
2. Assistance with listing data issues;
3. eSYNC assistance;
4. Showing activity reports;
5. User system set-up assistance;
6. Replacement processing.

**IV. Documentation**

Documentation will be provided as outlined below.

Item	Source
ActiveKEY User Guide	Online
ActiveKEY Wallet Reference Guide	Online
SupraNET Help Files	Online

Online documentation is available at [www.supraekey.com](http://www.supraekey.com). The documentation or delivery method may be changed from time to time.

## Exhibit C

### Pricing Schedule

All capitalized terms used in this Pricing Schedule shall have the same meanings as in the Agreement and relevant exhibits unless not defined therein, in which case the definition in this Pricing Schedule shall apply. **Pricing in this Pricing Schedule shall be subject to all applicable tax and any inflation adjustment.**

#### I. Keyholder Agreement

##### A. Keyholder System Fee

Each Keyholder who enters into a Keyholder Agreement shall pay the following System Fees plus applicable tax and inflation adjustment as described below:

1. ActiveKEY: Annual payments of **\$183.36\***
2. eKEY Basic Software: Monthly payments of **\$14.00**

\* Each Keyholder will be billed an additional **\$15.30** at the first annual billing cycle to cover the System Fee incremental increase for the period commencing on the start date of Service until the next annual System Fee due date of **July 23, 2012**.

Each ActiveKEY Keyholder shall pay the annual System Fee (subject to pro-ration) when entering into a Keyholder Agreement and thereafter shall pay the System Fee on each anniversary of the billing date for as long as such agreement is in effect.

Each eKEY Keyholder shall pay one month's System Fee when entering into a Keyholder Agreement if applicable, otherwise the eKEY System Fee shall be paid on each monthly anniversary of the billing date of the Services for as long as such agreement is in effect. To facilitate its billing processes, UTCFS may in some cases elect to receive the monthly eKEY payments up to ten (10) days after the monthly anniversary.

Beginning on **July 23, 2013** and on each **July 23<sup>rd</sup>** thereafter for the Term, the System Fee for each of the Keys shall be increased by **two and one half percent (2.5%)** per year to reflect an annual inflation adjustment.

The System Fees reflect the price of the Services, including the licensing of the Software, and other costs and expenses directly or indirectly incurred by UTCFS in connection with the Services.

**Each Keyholder entering into a Keyholder Agreement must sign the Keyholder Agreement whether the Keyholder enters into the Keyholder Agreement through SupraNET or through paperwork provided to the Organization.**

##### B. iBox BT

At the Installation, UTCFS shall provide up to **1,464** iBox BT units to be leased by Keyholders under the Keyholder Agreements. Such units shall be distributed on a one-for-one basis for each standard iBox returned to UTCFS. Organization shall return to UTCFS at UTCFS's expense the quantity of iBox BT units that remain undistributed at the end of the Initial Period (as defined in Section I.D below) within ten (10) days of that date.

The actual installed quantity of leased iBox BT units will be determined as follows: quantity of iBox BT units shipped to Organization minus the quantity of iBox BT units returned to UTCFS as of sixty (60) days

after the start date of Service.

**C. iBox BT Recalculation**

Effective on each annual anniversary of the billing date during the Term, an annual iBox BT recalculation will be made to reflect the actual number of Keyholders using and paying for the leased keyboxes. The number of actual Keyholders will be determined using the information in the KIM information system as of sixty (60) days prior to the anniversary date. The System Fees above will increase or decrease depending upon the change of actual Keyholders as provided in the example in Attachment 1. There shall be no additional increase or decrease in the Keyholder System Fee should the number of Keyholders using the service decrease or increase by more than thirty percent (30%). Any applicable inflation increase will be applied before each annual recalculation is performed.

**D. Activation Fee**

After expiration of the initial thirty (30) day period, each Keyholder entering into a new Keyholder Agreement shall pay (as provided in the Keyholder Agreement) the following Activation Fee, which Organization shall collect through SupraNET or shall collect and deposit in the bank accounts established by UTCFS for the deposit of payments made under the Keyholder Agreements.

<b>Year of Master Agreement</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Activation Fee - ActiveKEY	\$50.00	\$60.00	\$70.00	\$80.00	\$90.00	\$100.00
Activation Fee - eKEY	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

**E. Administration Fees**

Organization acknowledges that UTCFS offered to pay Organization an annual fee per Keyholder to compensate Organization for the financial and human resources that will be required of Organization to carry out the administrative responsibilities described in Exhibit B, Organization's Administration Responsibilities. Organization has elected not to receive any administration fees for performing such administration responsibilities.

**F. Collection of Fees**

UTCFS shall collect all of the System Fees from Keyholders who enter into Keyholder Agreements at the initial installation, if applicable. Organization shall collect all of the System Fees initially payable by Keyholders who enter into Keyholder Agreements after the initial installation event through SupraNET or shall collect and forward such fees to the bank account(s) established by UTCFS for the deposit of payments made under the Keyholder Agreements. Thereafter, UTCFS shall collect all of the ongoing System Fees payable by Keyholders who enter into Keyholder Agreements after the initial installation event.

**G. Replacement Insurance**

Replacement Insurance on the ActiveKEY is available to Keyholders under the following terms and conditions:

1. **\$25.00** per year per unit, plus applicable tax, billed to the Keyholder annually.
2. Available to Keyholders executing a Keyholder Agreement or at any time during the Term of the Keyholder Agreement.
3. Keyholder is not entitled to a refund of any amounts paid for the insurance if the Keyholder Agreement is terminated for any reason.

**H. Replacement Fee**



Keyholder shall pay the following fee per unit for ActiveKEYs not covered by Replacement Insurance that must be replaced during the Term of the Keyholder Agreement:

<b>ActiveKEY</b>
\$249.00

Such product will be replaced with like product, which may be new or refurbished.

The Replacement Fee does not apply to any Leased Product that is being replaced pursuant to warranty obligations under Section 4.1, Warranties, of the Agreement.

**I. Liquidated Damages**

Keyholder shall pay the following fee per unit for ActiveKEYs not returned upon the expiration or termination of the Keyholder Agreement:

<b>ActiveKEY</b>
\$249.00

**J. Additional Products**

Throughout the Term, Organization may purchase additional products at the unit prices below:

<b>iBox BT</b>	<b>Car Charger</b>
\$99.00	\$19.95

## Attachment 1

### iBox Recalculation Example

**Original Pricing**

ActiveKEY Price: \$15.28  
 eKEY Basic Price: \$14.00

Actual Sheet is Based on Agent  
 Counts 60 Days After Install Date

**Recalculated Pricing**

Agent Change	Number Of iBoxes	Original Agent Count	New Agent Count	ActiveKEY Recalculated Price	eKEY Basic Recalculated Price
1%	1,464	302	305	\$15.21	\$13.93
2%	1,464	302	308	\$15.14	\$13.86
3%	1,464	302	311	\$15.08	\$13.80
4%	1,464	302	314	\$15.01	\$13.73
5%	1,464	302	317	\$14.95	\$13.67
6%	1,464	302	320	\$14.88	\$13.60
7%	1,464	302	323	\$14.82	\$13.54
8%	1,464	302	326	\$14.76	\$13.48
9%	1,464	302	329	\$14.70	\$13.42
10%	1,464	302	332	\$14.64	\$13.36
11%	1,464	302	335	\$14.58	\$13.30
12%	1,464	302	338	\$14.53	\$13.25
13%	1,464	302	341	\$14.47	\$13.19
14%	1,464	302	344	\$14.42	\$13.14
15%	1,464	302	347	\$14.36	\$13.08
16%	1,464	302	350	\$14.31	\$13.03
17%	1,464	302	353	\$14.26	\$12.98
18%	1,464	302	356	\$14.21	\$12.93
19%	1,464	302	359	\$14.16	\$12.88
20%	1,464	302	362	\$14.11	\$12.83
21%	1,464	302	365	\$14.06	\$12.78
22%	1,464	302	368	\$14.01	\$12.73
23%	1,464	302	371	\$13.97	\$12.69
24%	1,464	302	374	\$13.92	\$12.64
25%	1,464	302	378	\$13.87	\$12.59
26%	1,464	302	381	\$13.83	\$12.55
27%	1,464	302	384	\$13.79	\$12.51
28%	1,464	302	387	\$13.74	\$12.46
29%	1,464	302	390	\$13.70	\$12.42
30%	1,464	302	393	\$13.66	\$12.38
-1%	1,464	302	299	\$15.35	\$14.07
-2%	1,464	302	296	\$15.42	\$14.14
-3%	1,464	302	293	\$15.50	\$14.22
-4%	1,464	302	290	\$15.57	\$14.29
-5%	1,464	302	287	\$15.65	\$14.37
-6%	1,464	302	284	\$15.73	\$14.45
-7%	1,464	302	281	\$15.81	\$14.53

-8%	1,464	302	278	\$15.89	\$14.61
-9%	1,464	302	275	\$15.98	\$14.70
-10%	1,464	302	272	\$16.06	\$14.78
-11%	1,464	302	269	\$16.15	\$14.87
-12%	1,464	302	266	\$16.24	\$14.96
-13%	1,464	302	263	\$16.33	\$15.05
-14%	1,464	302	260	\$16.42	\$15.14
-15%	1,464	302	257	\$16.52	\$15.24
-16%	1,464	302	254	\$16.62	\$15.34
-17%	1,464	302	251	\$16.72	\$15.44
-18%	1,464	302	248	\$16.82	\$15.54
-19%	1,464	302	245	\$16.93	\$15.65
-20%	1,464	302	242	\$17.04	\$15.76
-21%	1,464	302	239	\$17.15	\$15.87
-22%	1,464	302	236	\$17.26	\$15.98
-23%	1,464	302	233	\$17.38	\$16.10
-24%	1,464	302	230	\$17.50	\$16.22
-25%	1,464	302	227	\$17.62	\$16.34
-26%	1,464	302	223	\$17.75	\$16.47
-27%	1,464	302	220	\$17.88	\$16.60
-28%	1,464	302	217	\$18.01	\$16.73
-29%	1,464	302	214	\$18.15	\$16.87
-30%	1,464	302	211	\$18.29	\$17.01

## Exhibit F

EXHIBIT A IS PART OF THIS AGREEMENT. READ BEFORE SIGNING.  
IF YOU NEED A COPY OF THIS AGREEMENT FOR YOUR RECORDS, PLEASE MAKE A COPY.

### KEYHOLDER AGREEMENT

THIS KEYHOLDER AGREEMENT ("Agreement") is entered into as of the date set forth in the signature block below, by and between the keyholder referenced in the signature block ("Keyholder"), a member of **The Southwest Louisiana Association of REALTORS®**, Inc. ("Organization"), and UTC Fire & Security Americas Corporation, Inc., a Delaware corporation, and its successors and assigns and any designees ("UTCFS"). Keyholder and UTCFS agree as follows:

#### 1. LEASE and LICENSE

a. **ActiveKEY.** If Keyholder has selected the ActiveKEY ("ActiveKEY") in Exhibit A attached hereto, UTCFS leases to Keyholder for the Term (as defined in Section 2(b) below), and Keyholder agrees to lease, the equipment (which may be new or refurbished) incorporated in the ActiveKEY. In such case, UTCFS also grants to Keyholder, and Keyholder accepts, a limited non-exclusive, non-transferable, revocable license for the Term to use the software incorporated in the ActiveKEY. The equipment and software incorporated in the ActiveKEY enable the Keyholder to obtain a current update code for the ActiveKEY; to open and perform other iBox functions with the ActiveKEY; and to upload property showing data with the ActiveKEY.

b. **eKEY.** If Keyholder has selected eKEY Basic Software in Exhibit A attached hereto, UTCFS grants to Keyholder, a limited non-exclusive, non-transferable, revocable license for the Term to use such software. eKEY Basic Software enables Keyholder to obtain a current update code for the eKEY; to open and perform other iBox functions with the eKEY; and to upload property showing data with the eKEY. eKEY Basic Software is used with certain electronic devices including certain personal digital assistants and certain cellular telephones ("Phone") as approved by UTCFS. During the Term, UTCFS may in its sole discretion approve additional Phones for use with the Service. UTCFS does not provide any warranty of the performance or availability of any Phone. Such combination of a Phone, and the eKEY Basic Software, is referred to collectively as the "eKEY".

c. **iBoxes.** UTCFS leases to Keyholder for the Term, and Keyholder agrees to lease, iBoxes. UTCFS also grants to Keyholder a limited non-exclusive, non-transferable, revocable license for the Term to use the software incorporated in the iBox.

d. **Network; KIM Database.** Regardless of whether Keyholder has selected the ActiveKEY or the eKEY (collectively, "Key" or "Keys"), UTCFS grants to Keyholder a limited non-exclusive, non-transferable, revocable license for the Term to use UTCFS's computer network accessible to Keyholder through third-party telecommunication and internet services (the "Network"), which is necessary for the use and operation of either the ActiveKEY or eKEY and for access to UTCFS's Keyholder/Keybox Information Manager database ("KIM Database").

i. **Connection Through ActiveKEY.** If Keyholder has selected the ActiveKEY, Keyholder will connect with the Network and the KIM Database through the ActiveKEY USB cable.

ii. **Connection Through eKEY.** If Keyholder has selected eKEY, Keyholder will connect with the Network and the KIM Database through UTCFS's synchronization software ("eSYNC Software"), which includes the following synchronization methods:

A. **Wireless Sync:** Enables Keyholder to link her or his eKEY with the Network and the KIM Database through a wireless connection, provided that Keyholder's Phone has been loaded with eSYNC and the Phone has been data service-enabled.

B. **PC Internet Sync:** Enables Keyholder to link her or his eKEY with the Network and the KIM Database through a personal computer running Windows® 98 or subsequent Windows® operating system and a Phone, provided that both the personal computer and Phone have been loaded with eSYNC and are connected by USB or other UTCFS-specified connection.

Wireless SYNC and PC Internet SYNC are available at no additional cost to Keyholder licensing eKEY Basic Software.

#### 2. TERM OF SERVICE

a. **Service.** The software incorporated in the ActiveKEY, eKEY, iBoxes, Network, eSYNC Software (collectively, "Software"); the equipment incorporated in the ActiveKEYs, and iBoxes (collectively, "Equipment"); Network; and KIM Database are collectively, "Service." The Service is more fully described in the applicable user guide which is available electronically and incorporated herein by reference.

b. **Term.** This Agreement (including the licenses and leases granted above) shall commence on the date set forth in the signature block and terminate on \_\_\_\_\_ (the "Term"), unless terminated sooner or extended in accordance with the terms of this Agreement. **KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 11 OR TO CHANGE SERVICES BY TERMINATING THIS AGREEMENT AND ENTERING INTO A NEW AGREEMENT IN ACCORDANCE WITH SECTION 5.**

#### 3. FEES

a. **DURING THE TERM, KEYHOLDER SHALL PAY TO UTCFS A FEE FOR THE RIGHT TO USE THE SERVICE (THE "SYSTEM FEE"). THE APPLICABLE SYSTEM FEE FOR KEYHOLDERS ENTERING INTO THIS AGREEMENT IS SET FORTH IN EXHIBIT A. SYSTEM FEES ARE SUBJECT TO ALL APPLICABLE TAX OR TAX REIMBURSEMENT AND ANY ANNUAL ADJUSTMENT.**

##### b. ActiveKEY

i. If the ActiveKEY is chosen by Keyholder, Keyholder shall be required to pay the applicable pro-rated System Fee upon entering into this Agreement; plus subsequent System Fees on the date(s) shown in Exhibit A thereafter during the Term; plus the activation fee ("Activation Fee") applicable under Section 3(d) below.

ii. If the ActiveKEY is lost, destroyed or damaged, UTCFS may replace the ActiveKEY with a refurbished ActiveKEY, which shall be completely compatible with the Service, and shall offer the same level of functionality as the ActiveKEY previously provided to Keyholder. The cost for such replacement ActiveKEY shall be **\$249.00**. However, if Keyholder purchases replacement insurance ("Replacement Insurance") pursuant to Exhibit A and the requirements of such section are satisfied, there shall be no charge for a replacement ActiveKEY. Upon execution of this Agreement, or at any time during the Term, Keyholder may elect to purchase the Replacement Insurance. Such insurance shall only cover the ActiveKEY, the wall charger, and the USB cable. Replacement insurance does not cover the car charger if purchased by Keyholder.

##### c. eKEY Basic Software

i. If the eKEY is chosen by Keyholder, Keyholder shall be required to pay the applicable System Fee when entering into this Agreement; plus subsequent monthly System Fees on or about the day of each month shown in Exhibit A thereafter during the Term of this Agreement; plus the Activation Fee applicable under Section 3(d) below. UTCFS may elect to receive the payments up to ten (10) days after the due date.

##### d. Activation Fee

i. If Keyholder is first provided an ActiveKEY or an eKEY after \_\_\_\_\_ ("Initial Period"), Keyholder shall also be required to pay the following Key Activation Fee:

Year of Master Agreement	1	2	3	4	5	6
Activation Fee - ActiveKEY	\$50.00	\$60.00	\$70.00	\$80.00	\$90.00	\$100.00
Activation Fee - eKEY	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

##### e. Payment Options

i. **ActiveKEY:** Automatic charges to the credit card or automatic debits to the debit card or bank account designated by Keyholder (the "Credit/Debit/Bank Account"), invoices mailed to the address designated by Keyholder, or invoices emailed to the address designated by Keyholder

ii. **eKEY:** Automatic charges or automatic debits to the Credit/Debit/Bank Account designated by Keyholder.

iii. If Keyholder desires to close, terminate, cancel or change the Credit/Debit Account, Keyholder shall be required to notify UTCFS in writing and deliver to UTCFS a new Credit/Debit Account authorization forty-five (45) days before taking any such action. All changes to the Credit/Debit Account may be submitted to <https://supraweb.suprakim.com/kinweb/login.mvc>. Otherwise, Keyholder shall not close, terminate, cancel, overdraw, overcharge, change, or otherwise impair UTCFS's rights to automatic charges or debits to the Credit/Debit Account during the Term of this Agreement.

iv. Keyholder agrees to pay to UTCFS a fee of \$25.00 for any System Fee that is not received by UTCFS within five (5) days after the date such payment is due and also agrees to pay to UTCFS a fee of \$25.00 for any Keyholder payment that is returned unpaid or for insufficient funds or credit.

f. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER'S OBLIGATION TO MAKE PAYMENTS TO UTCFS 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 OF THE SERVICE OR FOR ANY LOSS OR DAMAGE.

#### 4. TITLE AND USE OF SERVICE

a. The Service, including all Equipment (except iBoxes if applicable), any Replacements and Software including any upgrades or revisions, is and shall at all times remain the property of UTCFS. All applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of UTCFS.

b. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the user guide. Keyholder further agrees that it is necessary to maintain the security of the selected Key and the personal identification number utilized in connection with the Key in order to prevent the use of the Key by unauthorized persons. Keyholder acknowledges that neither the Service nor any UTCFS product used in connection with the Service is a security system. The Service is a marketing convenience key-control system, and as such, any loss of a Key or disclosure of the personal identification number utilized in connection with the Key may compromise the integrity of the Service.

#### 5. CHANGE OF SERVICE

a. Keyholder shall be entitled to change at any time the Service she or he is obtaining under this Agreement, by terminating this Agreement in accordance with Section 11 and entering into a new keyholder agreement. If Keyholder has previously leased an ActiveKEY and subsequently elects to license an eKEY, Keyholder shall be responsible for payment of the first monthly eKEY System Fee, plus subsequent monthly System Fees on the day of each month specified in Exhibit A thereafter during the Term. If Keyholder has previously leased an ActiveKEY and subsequently elects to license an eKEY, Keyholder shall be entitled to a pro-rated credit of the paid ActiveKEY System Fee towards the first monthly eKEY System Fee. In the event that Keyholder is entitled to a prorated credit, Keyholder shall receive a refund of the credit from UTCFS within forty-five (45) days of the receipt of such notification by UTCFS. If Keyholder has licensed an eKEY and elects to lease an ActiveKEY at any time, Keyholder shall not receive any credit towards the ActiveKEY System Fee.

b. Keyholder understands that in order to make the Service available to Keyholder, Organization and UTCFS have entered into a Master Agreement, which provides the terms under which UTCFS will provide the Service to Organization and Keyholder. **Keyholder agrees that if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service may no longer be available to Keyholder as determined by UTCFS, in which case this Agreement shall terminate in accordance with Section 11 below. Keyholder further agrees that if the Master Agreement is amended by Organization and UTCFS for any reason during the Term of this Agreement, the Service may be modified or upgraded, in which case the terms of this Agreement may be amended (including without limitation, an increase or other change in the System Fee and other fees set forth in Section 3 above) upon written notice to Keyholder by UTCFS.** Except as the rights and obligations of Keyholder and UTCFS under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and UTCFS with respect to the Service are governed solely by the terms and conditions of this Agreement.

c. UTCFS reserves the right to add to or modify the available System Fee payment options during the Term.

d. UTCFS may discontinue any item of Equipment or Software used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If UTCFS discontinues any item of Equipment or Software, the any item of Equipment and Software provided to Keyholder hereunder shall continue to be completely compatible with and shall function with the Service.

6. WARRANTY All items of Equipment and Software manufactured by UTCFS and used in connection with the Service are warranted against defects in workmanship and/or materials, to be fit for their intended purpose, and to conform in all material respects to their written specifications for the Term. UTCFS shall, without charge, repair or replace such defective or nonconforming Equipment or Software for the Term. Keyholder must return at her or his sole cost and expense any defective or nonconforming Equipment under warranty to UTCFS or at UTCFS's request, to Organization. This warranty does not extend to any loss, damage, or destruction caused by accident, abuse, neglect or misuse.

#### 7. RISK OF LOSS; RETURN OF EQUIPMENT AND SOFTWARE

a. No loss, damage or destruction to any item of Equipment or Software, or to anything included with the Service which has been provided to Keyholder, shall relieve Keyholder of any obligation under this Agreement.

b. At the expiration of the Term or earlier termination of this Agreement, Keyholder, at Keyholder's expense and risk, shall immediately return or cause the return to UTCFS to such location as UTCFS shall specify, anything included with the Service which has been provided to Keyholder, except that at the expiration of the Term, any iBoxes leased pursuant to this Agreement shall be returned to Organization. Such items included with the Service shall be returned in good condition, repair and working order, except for ordinary wear and tear. In the case of the Software, Keyholder shall return all software media provided by UTCFS, which remains in Keyholder's possession, and shall delete all Software from all of Keyholder's personal computers and Phones.

#### 8. 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 UTCFS relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless UTCFS, and its 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 UTCFS in such proceeding.

b. **UTCFS shall not 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. 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 UTCFS with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment and/or Software and/or Service within ten (10) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

#### 9. 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 five (5) days after the date that such payment is due, including without limitation, insufficient available credit or funds in the Credit/Debit Account; or

ii. Keyholder's breach of any other obligation under this Agreement, which is not cured within ten (10) days after written notice by UTCFS;

iii. The closure, termination, cancellation, or change by Keyholder of the Credit/Debit Account without (1) prior written notification to UTCFS and (2) delivery of a newly executed authorization to UTCFS as required under this Agreement; or

iv. The commencement of either a voluntary or involuntary 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; or

v. If Keyholder allows any other person to use her or his Key, or discloses her or his personal identification number to any other person or attaches or writes her or his personal identification number on the Equipment.

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

#### 10. RIGHTS AND REMEDIES

a. Upon the occurrence of an Event of Default by Keyholder, UTCFS 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. Deactivate Keyholder's access to the Service or any component of the Service; and/or

ii. Terminate this Agreement and the leases and licenses granted hereunder; and/or

iii. Require the return of all Equipment, Software, and anything included with the Service; and/or

iv. Require the deletion of all Software from all of Keyholder's personal computers and Phones; and/or

v. Charge against the Credit/Debit Account or invoice the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or

vi. 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 UTCFS in connection with the exercise of its rights and remedies under this Agreement.

b. Upon the occurrence of an Event of Default by UTCFS, all of Keyholder's obligations under this Agreement shall terminate, except Keyholder shall be required to return the Equipment and all software media provided by UTCFS which remains in Keyholder's possession; to delete all Software from all of Keyholder's personal computers and Phones; and to pay UTCFS any outstanding amounts owed under this Agreement, including any

applicable liquidated damages for the failure to return the Equipment.

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

d. In the event that UTCFS 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 UTCFS in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service, Equipment and Software 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. UTCFS'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. UTCFS's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

#### **11. TERMINATION**

a. Keyholder may terminate this Agreement at any time by returning all Equipment, Software, and anything included with the Service which has been provided to Keyholder; deleting all Software from all of Keyholder's personal computers and Phones; and paying UTCFS any amounts owing prior to such termination, including (i) any applicable liquidated damages for the failure to return the Equipment and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees, which would have become owing after the date of termination of this Agreement are released and discharged by UTCFS.

b. UTCFS may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement. Upon termination, Keyholder shall satisfy the obligations set forth above in Section 11(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 (except that at the expiration of the Term, any iBoxes leased pursuant to this Agreement shall be returned to Organization), Keyholder acknowledges and agrees that it is impractical and difficult to assess actual damages and therefore agrees to pay to UTCFS, as liquidated damages for such failure, the amount of **\$249.00** for the ActiveKEY.

d. Keyholder shall not be entitled to a refund of: (i) any previously paid but unused portion of the System Fee for use of the Service, (ii) any Activation Fee, (iii) Replacement Insurance fees, (iv) late payment fees, or (v) fees for payments that are returned unpaid or for insufficient funds or credit.

**12. 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, following good-faith diligent efforts, fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in Portland, Oregon; 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 and in any appeals.

**13. NOTICES** All notices 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 noticed 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; or one (1) day after the day deposited with an overnight delivery service.

#### **14. GENERAL PROVISIONS**

a. This Agreement constitutes the entire agreement between parties relating to the lease of Equipment, license of the Software, and use of the Service.

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

c. This Agreement shall be effective and binding upon the parties hereto when fully executed by both parties. 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. The electronic signature of UTCFS shall constitute an original signature for purposes of this Agreement and shall be valid and enforceable by Keyholder.

d. Except as provided herein, this Agreement may only be amended through a written agreement signed by both parties.

e. UTCFS may at any time assign or transfer its interests in this Agreement to any party; provided, however, that any such assignment by UTCFS shall not act to eliminate any right or remedy that Keyholder may have against UTCFS or its successors or assigns during the Term of this Agreement. Keyholder may not at any time assign or transfer its interests in this Agreement to any other party.

f. 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.

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

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

i. This Agreement shall be governed by the laws of the State of Oregon.

[EXHIBIT A ON FOLLOWING PAGE.]