

Greater Fairfield County CMLS

101 Merritt 7 Corporate Park, Suite 23

Norwalk, CT 06851-1059

Phone: (203)840-6674 Toll Free: (800)474-0101

Fax: (203)840-6678

New Subscriber Information Sheet

Subscriber Name: _____ Office Name: _____

Email Address: _____ Manager Name: _____

Password for MLS: _____ (Create password: alpha, numeric or combination of both)

Phone Number: _____ (This number will appear on listings)

All Forms must be signed before agent can be activated:

*Subscriber agreement must be signed by Agent and Broker

*Key Agreement signed by Agent (if applicable)

Quarterly Fees	Circle appropriate charges
Subscriber Fee (follow fee schedule below)	\$78.78 per quarter (pro-rated monthly)
Jan, Apr, Jul, Oct (through the 21 st)*	\$78.78
Feb, May, Aug, Nov (through the 21 st)*	\$52.52 (after 15 th add \$78.78 for next quarter)
Mar, Jun, Sep, Dec (through the 21 st)*	\$26.26 (plus \$78.78 for next quarter)

Electronic Key Options	
Display Keypad Usage Fee	
Jan, Apr, Jul, Oct (through the 21 st)*	\$30.00
Feb, May, Aug, Nov (through the 21 st)*	\$20.00 (after 15 th add \$ for next quarter)
Mar, Jun, Sep, Dec (through the 21 st)*	\$10 (plus \$30.00 for next quarter)
eKey - On your phone	
Jan, Apr, Jul, Oct (through the 21 st)*	\$42.33
Feb, May, Aug, Nov (through the 21 st)*	\$28.22 (after 15 th add \$ for next quarter)
Mar, Jun, Sep, Dec (through the 21 st)*	\$14.11 (plus \$42.33 for next quarter)
Electronic Keypad Display Key (purchase)	\$206.00
BTLE Lockbox (purchase)	\$108.00

*After the 21st, use the fee schedule for the following month.

Payment Options: Mastercard Visa Discover American Express **Other: Check/Cash

Credit Card #: Telephone number for us to contact you to obtain credit card information _____

**Application can be faxed to Greater Fairfield County CMLS ("GFC CMLS") office, only if payment is being made with a credit card; any other form of payment (check, cash, etc.) will only be accepted by mail or by going in person to the GFC CMLS office in Norwalk or to one of our Service Centers.

GREATER FAIRFIELD COUNTY CMLS

SUBSCRIBER AGREEMENT

THIS AGREEMENT is made and entered into by and among the Greater Fairfield County CMLS, INC, ("GFC CMLS"), _____ ("SUBSCRIBER") and _____, ("PARTICIPANT")
(Name of Affiliated Sales Agent) _____,
(Name of PARTICIPANT/Designated REALTOR®) _____, (Name of Real Estate Firm)

RECITALS

GFC CMLS has been organized to provide multiple listing services and related products to REALTORS in Connecticut (the MLS Services). GFC CMLS has contracted with third party vendors to help provide the MLS Services and products. SUBSCRIBER is licensed in Connecticut as a real estate salesperson or broker or as a licensed/certified appraiser and is affiliated with a REALTOR® PARTICIPANT in the GFC CMLS.

SUBSCRIBER understands and agrees that, as a condition of his/her PARTICIPANT's receipt of MLS Services from GFC CMLS, PARTICIPANT must maintain REALTOR® membership in good standing and must provide GFC CMLS with a valid "National REALTORS® Database System" ("NRDS") number for each affiliated SUBSCRIBER.

Through his/her affiliation with PARTICIPANT, SUBSCRIBER wishes to subscribe to the MLS Services provided by GFC CMLS.

1. **Definitions.** Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the meaning set forth in the GFC CMLS Rules and Regulations, a copy of which is available at www.ct-mls.com.
2. **Services and Compensation.**
 - a. **MLS Services:** In accordance with the policies detailed in GFC CMLS Rules and Regulations, GFC CMLS will provide MLS Services through PARTICIPANT for the benefit of PARTICIPANT and PARTICIPANT's affiliated SUBSCRIBERS.
 - b. **SUBSCRIBER Subscription Fees:** SUBSCRIBER shall pay fees (collectively, "Subscription Fees") for MLS Services in equal quarterly installments in advance on or before the fifteenth (15th) day of the December, March, June and September of each year (each a "Due Date"), at the rate set forth on Schedule A (GFC CMLS Service Fees), a copy of which is available at www.ct-mls.com, as the same may be adjusted from time to time by GFC CMLS. All such adjustments will be announced by GFC CMLS at least fifteen (15) days before the adjustments become effective. Invoices for installments of SUBSCRIBER's Subscription Fees shall be issued at least thirty (30) days prior to the Due Date for such installment. Any SUBSCRIBER's Subscription Fee which is due and payable hereunder shall be paid by SUBSCRIBER to PARTICIPANT for payment on SUBSCRIBER's behalf to GFC CMLS; provided, **however**, that, with the prior consent of GFC CMLS, SUBSCRIBER may, at PARTICIPANT's option, pay such SUBSCRIBER's Subscription Fee directly to GFC CMLS. If a SUBSCRIBER begins to receive MLS Services during a quarterly period, a prorated SUBSCRIBER's Fee shall be due and payable for the remainder of the then current quarter. Any such prorated SUBSCRIBER's Subscription Fee shall be due in full at the commencement of the MLS Services.
 - c. **Taxes:** In addition to all other payments stated in this Agreement, SUBSCRIBER shall pay or GFC CMLS for all sales and use taxes assessed on services or products provided to SUBSCRIBER under this Agreement.
 - d. **Remedies:** In addition to all remedies and sanctions provided in this Agreement and the GFC CMLS Rules and Regulations, SUBSCRIBER's MLS Services shall be terminated if all fees are not paid when due to GFC CMLS by SUBSCRIBER or by PARTICIPANT on behalf of SUBSCRIBER.

3. Term & Termination. This Agreement shall become effective upon its execution and shall continue through December 31 of the current calendar year, whereupon it shall automatically renew for successive periods of one (1) year each until terminated as herein provided. Either party may terminate this Agreement as of the end of any calendar month upon written notice with or without cause, except that no such termination shall relieve any party of any obligations accrued before such termination and shall not entitle SUBSCRIBER to any refund or proration of fees. This Agreement shall terminate automatically upon: (A) termination of the PARTICIPANT Agreement between GFC CMLS and SUBSCRIBER's PARTICIPANT; (B) the submission of a new SUBSCRIBER Agreement with a different PARTICIPANT pursuant to a SUBSCRIBER Transfer in accordance with GFC CMLS Rules and Regulations; or (C) SUBSCRIBER's failure to maintain a valid current Connecticut real estate license/certification. SUBSCRIBER acknowledges that he/she is not eligible to obtain MLS Services directly, but only through and in conjunction with a GFC CMLS member PARTICIPANT.

4. Intellectual Property. All data, information, text and photographs submitted to GFC CMLS by PARTICIPANT in connection with the listing and sale of a property on GFC CMLS (collectively the "Listing Data") is, to the extent recognized by law, the intellectual property of the PARTICIPANT. By submitting Listing Data to GFC CMLS, PARTICIPANT grants a limited, perpetual license to GFC CMLS to use, maintain and publish the Listing Data to other GFC CMLS Users for the purpose of marketing the listed property and communicating the offer of cooperation and compensation made by PARTICIPANT to the other PARTICIPANTS of GFC CMLS. Dissemination of a PARTICIPANT's Listing Data, or the use of such Listing Data in any form of advertising, is subject to compliance with all applicable GFC CMLS Rules and Regulations and with the Regulations of the Connecticut Real Estate Commission. Statistical analyses and historical compilations of multiple listing data and real estate market activity based upon Listing Data (including sold and withdrawn information) (collectively "Historical Market Data") are, to the extent recognized by law, the intellectual property of GFC CMLS and GFC CMLS grants to PARTICIPANT and SUBSCRIBER a limited, perpetual license to use such Historical Market Data in the conduct of their real estate brokerage and appraisal business so long as PARTICIPANT and SUBSCRIBER are SUBSCRIBERS to GFC CMLS. Neither PARTICIPANT or SUBSCRIBER, however, shall have the right to publish or otherwise disseminate or make available to third parties any Historical Market Data except with respect to comparative market analyses or appraisals of individual properties made in the conduct of PARTICIPANT's and SUBSCRIBER's real estate brokerage business.

5. Data Security. SUBSCRIBER acknowledges and agrees that the Listing Data and Historical Market Data maintained by GFC CMLS (collectively the "GFC CMLS Proprietary Data") is proprietary and highly valuable to GFC CMLS and its PARTICIPANTS, SUBSCRIBERS and USERS and that any unauthorized access to the GFC CMLS Proprietary Data, or its unauthorized use or dissemination by any PARTICIPANT, SUBSCRIBER, USER or third party, will result in irreparable injury to GFC CMLS, which injury cannot be adequately remedied by the award of money damages. SUBSCRIBER agrees that he/she will take all steps reasonably necessary and appropriate to maintain the security of the GFC CMLS Proprietary Data and to prevent its unauthorized use or dissemination. In the event that SUBSCRIBER breaches his/her obligations under this Agreement, or under the GFC CMLS Rules and Regulations to maintain the integrity and security of the GFC CMLS Proprietary Data, and such breach is not cured within twenty-four (24) hours of SUBSCRIBER's receipt of electronic mail notice of the breach, GFC CMLS shall be authorized to immediately terminate this Agreement and terminate the access of SUBSCRIBER to GFC CMLS MLS Services. In addition to all other remedies available to GFC CMLS, at law and under this Agreement, GFC CMLS shall be entitled to seek and receive an injunction against SUBSCRIBER's unauthorized use or dissemination of GFC CMLS Proprietary Data and/or against SUBSCRIBER's actions in aiding and abetting any unauthorized use or dissemination by third parties, without the requirement of a bond.

6. SUBSCRIBER's Indemnity. SUBSCRIBER shall indemnify, defend, and hold harmless GFC CMLS against any and all claims, actions, damages, and expenses, including reasonable attorney's fees and court costs: (A) arising from the violation of any of the terms and conditions of this Agreement by SUBSCRIBER; (B) arising out of errors or omissions with respect to listing information; regardless of whether GFC CMLS, SUBSCRIBER or PARTICIPANT loaded such information; and (C) arising out of any claims brought or alleged by PARTICIPANT, SUBSCRIBER or third parties involving proprietary rights to the data and other information provided to SUBSCRIBER by GFC CMLS under this Agreement.

7. Limitation of Liability. In no event shall GFC CMLS or its vendor(s) be liable to SUBSCRIBER or any other party for indirect, incidental or consequential damages with respect to any MLS Services.

- 8. Warranty.** GFC CMLS hereby assigns to SUBSCRIBER all vendor warranties received by GFC CMLS with respect to MLS Services provided hereunder. Such warranties are provided in lieu of all other warranties, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
- 9. Attorney's Fees.** In the event of any legal action with respect to this Agreement, including an action for breach of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable costs, attorney's fees, and other related expenses resulting from such litigation.
- 10. Rules and Regulations.** SUBSCRIBER hereby agrees to abide by the GFC CMLS Rules and Regulations, a copy of which is available at www.ct-mls.com. The GFC CMLS Rules and Regulations, as they may be amended from time to time, are hereby incorporated into this Agreement.
- 11. Arbitration.** All claims and disputes between SUBSCRIBER and GFC CMLS arising under this Agreement or otherwise related to operation of the GFC CMLS System, other than an action to collect fees due from SUBSCRIBER, shall be submitted to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and applicable provisions of the Connecticut General Statutes, in Norwalk, Connecticut.
- 12. System Training.** SUBSCRIBER acknowledges that he/she is required to complete an orientation program of no more than three (3) classroom hours devoted to the GFC CMLS Rules and Regulations and proper use of the GFC CMLS MLS System software.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below.

Greater Fairfield County CMLS, Inc.

By: _____ Date: _____
Kathleen Elson, its: President

SUBSCRIBER

SUBSCRIBER's Name: _____
(Please print your name)

SUBSCRIBER's Signature: _____ Date: _____

New SUBSCRIBER SUBSCRIBER Transfer SUBSCRIBER Reinstatement Agent ID is: _____

Phone Number: _____

Email address: _____

SUBSCRIBER's Local Board/Association Affiliation: _____ NRDS# _____

PARTICIPANT

PARTICIPANT hereby certifies that SUBSCRIBER is a duly licensed real estate sales agent conducting business under the supervision of PARTICIPANT. PARTICIPANT further certifies that SUBSCRIBER is either: (A) a member in good standing of a Local Board or Association of REALTORS®; or (B) the PARTICIPANT is maintaining the SUBSCRIBER as an assessed non-member of the PARTICIPANT's Local Board or Association of REALTORS® including the payment of all related fees. PARTICIPANT instructs GFC CMLS to assign SUBSCRIBER the following "Member Type": _____

"Member Type" Codes

- | | |
|--------------------|--------------|
| 2. Agent Modify | 5. Appraiser |
| 3. Agent No Modify | 10. Manager |

Office Name: _____ Office ID is: _____

PARTICIPANT: _____
(Please print your name)

By: _____ Date: _____
(PARTICIPANT's signature)

Its: _____
(PARTICIPANT's title)

PARTICIPANT's Local Board/Association of REALTORS® Affiliation: _____

Greater Fairfield County, CMLS, Inc.

IF YOU NEED A COPY OF THIS SUB-LEASE/LICENSE FOR YOUR RECORDS, PLEASE MAKE A
ALL ATTACHMENTS ARE PART OF THIS SUB-LEASE/LICENSE. READ THEM BEFORE SIGNING

Sub-License

This Sub-Lease/License Agreement ("Agreement") is entered into on [] , 20[] by and between
[] ("Keyholder"), and GreaterFairfield County CMLS, Inc.
("Organization") covering the

DisplayKEY (Serial # [])
eKEY Professional or Basic (Serial # [])

Keyholder and Organization agree as follows:

1. LEASE AND LICENSE

a. DisplayKEY. If selected, Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable license for the Term to use the DisplayKEY and DisplayKEY Cradle (collectively, the "DisplayKEY") (which may be new or refurbished) Software. The DisplayKEY enables the Keyholder to: (i) obtain a current update code; (ii) open and perform other iBox functions; and (iii) upload property-showing data.

b. eKEY Professional or Basic Software. If selected, Organization grants to Keyholder, a limited non-exclusive, transferable, revocable sub-license for the Term to use either the eKEY Professional Software or the eKEY Basic Software (the "eKEY"). The eKEY enables Keyholder to: (i) obtain a current update code; (ii) open and perform other iBox functions; and (iii) to upload property showing data. The eKEY Professional Software has additional functionalities. The eKEY is used with 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. Network. Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use network (the "Network"), the use of which Organization licenses from UTC Fire & Security Americas Corporation, Inc. ("Supra"), which is necessary for the use and operation of the DisplayKEY or eKEY (collectively, "Key") for the Term (as defined in Section 3 below) and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from Supra ("Supra Software") for the Term.

2. SERVICE

a. The software incorporated in the DisplayKEY, eKEY, Network, and eSYNC Software (collectively, "Software"); equipment incorporated in the DisplayKEY and iBoxes (collectively, "Equipment"); Network; and KIM Database are collectively, The Service is more fully described in the applicable User Guide which is www.supraekey.com and is incorporated herein by reference.

b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and Supra entered into a Master Agreement that provides the terms under which Supra will provide the Service to Organization. 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. Keyholder agrees that, under the terms of the Master Agreement, Organization 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 Organization under this Agreement may be affected as described in the two paragraphs, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization 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 Organization. If Supra discontinues any item of Equipment, the Equipment leased hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization 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 Organization and/or its MLS system. 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 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 ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE "SYSTEM FEE"). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.

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

c. The Organization 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 Organization, 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 Software except the DisplayKEYs and 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 Organization. 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 Equipment upon termination of this Agreement is: (i) DisplayKEY - \$150.00; and (ii) DisplayKEY Cradle - \$99.00. 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 Organization to such location as Organization shall specify, the DisplayKEY, all Software, all iBox BT units and any components included within the Service that have been leased or licensed to Keyholder pursuant to this Agreement. All components provided to Keyholder and 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 Organization and/or Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization 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 Organization and/or Supra in such proceeding.

b. That neither Organization 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 otherwise make available the Software or any part or copies thereof to any third party.

d. To provide Organization 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 Organization 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, Organization 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 Organization;
 - 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 appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.
- b. Upon the occurrence of an Event of Default by Organization 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 Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.
- c. If Organization 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 Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct Supra to reactivate the Equipment within twenty-four (24) hours.
- d. In the event that Organization 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 Organization 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. Organization'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. Organization'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, 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 Norwalk, Connecticut; 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 Organization and paying Organization 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 Organization.
- b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. 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 acknowledges that it is impractical and difficult to assess actual damages to Organization, and therefore agrees to pay to Organization, 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 Organization at Keyholder's sole cost and expense and Organization 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 Organization 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 Organization and Keyholder relating to the Agreement of Equipment and use of the Service.
- b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties' execution of this Agreement.
- c. This Agreement shall be effective and binding 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.
- d. This Agreement shall be amended only by a written agreement signed by the parties.
- e. 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.
- f. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.
- g. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.
- h. This Agreement shall be governed by the laws of the State of Connecticut.
- i. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, Keyholder ~~and~~ its permitted successors and assigns.

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

KEYHOLDER:

ORGANIZATION:

By:

By: Kathleen Elson

Print Name:

Kathleen Elson

Title: President and CEO

Company Name:

Address:

Street:

City: , State:

Zip:

Phone Number:

<p style="text-align: center;">Greater Fairfield County CMLS, Inc.</p> <p style="text-align: center;">Supra Key Product Comparison</p>	<p style="text-align: center;">Display Key (Dkey)</p>	<p style="text-align: center;">Ekey Basic</p>	<p style="text-align: center;">Ekey Pro</p>
Open iBoxes	X	X	X
Read keybox, view key ID	X		
Read keybox, view showing agent name and phone number		X	X
Customize iBox access hours, business card info		X	X
Track iBox inventory and view settings		X	X
Update and Charge through cradle (phone/electric or USB)	X		
Update through Cellular/Wireless communication		X	X
Is a separate device (independent of Smartphone)	X		
Utilizes app on your own Smartphone (adapter required)		X	X
View showing information online	X	X	X
Send showing feedback from device		X	X
View showing details and feedback on devices		X	X
Instant showing alert		X	X
MLS info and search through Supra software			X*
Save buyer profiles			X
View Hot Sheets			X*
Google map link from listing			X*
Initial setup fee (no fee if upgrading from a Dkey)	\$206 (New)		
Fob for Smartphone (one time purchase)	-		
Monthly Service Fee	\$10.00	\$14.11	\$26.52
Billing Frequency	Quarterly	Quarterly	Quarterly
Billing Method	CMLS Invoice	CMLS Invoice	CMLS Invoice

eKey users should download the Supra App for iTunes App Store or Android Play Store/Market Place

* Can be done free of charge in Matrix mobile <http://matrixmobile.ct-mls.com>
For questions contact the GFC CMLS at 203 840-6674.