**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 **Minneapolis Area Association of REALTORS® or St. Paul Area Association of REALTORS®, Inc.** ("Organization"), and UTC Fire & Security Americas Corporation, Inc., a Delaware corporation, and its successors and assigns and any designees ("Supra"). Keyholder and Supra agree as follows:

**1. LEASE and LICENSE**

a. **DisplayKEY**. If Keyholder has selected the DisplayKEY and the DisplayKEY Cradle (collectively, the "DisplayKEY") in Exhibit A attached hereto, Supra 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 DisplayKEY. In such case, Supra 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 DisplayKEY. The equipment and software incorporated in the DisplayKEY enable the Keyholder to obtain a current update code for the DisplayKEY; to open and perform other iBox functions with the DisplayKEY; and to upload property showing data with the DisplayKEY.

b. **eKEY**. If Keyholder has selected either the eKEY Professional Software or the eKEY Basic Software in Exhibit A attached hereto, Supra grants to Keyholder, a limited non-exclusive, non-transferable, revocable license for the Term to use such software. The eKEY Professional Software and the eKEY Basic Software are each used with certain electronic devices including certain personal digital assistants and certain cellular telephones or devices ("Phone") as approved by Supra. During the Term, Supra may in its sole discretion approve additional Phones for use with the Service. Supra does not provide any warranty of the performance or availability of any Phone. Such combination of a Phone, and the eKEY Professional Software or the eKEY Basic Software, is referred to collectively as the "eKEY".

i. **eKEY Professional Software**: Enables Keyholder to obtain a current update code for the eKEY; to open and perform other iBox functions with the eKEY; to download, view, sort, and query multiple listing service data and agent roster data with the eKEY; and to upload, download, view, sort, and query property showing data with the eKEY.

ii. **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.

c. **iBox BT LE**. Supra leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes"). Supra 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 DisplayKEY or the eKEY (with either eKEY Professional Software or eKEY Basic Software), Supra grants to Keyholder a limited non-exclusive, non-transferable, revocable license for the Term to use Supra'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 DisplayKEY or eKEY and for access to Supra's Keyholder/Keybox Information Manager database ("KIM Database").

i. **Connection Through DisplayKEY.** If Keyholder has selected the DisplayKEY, Keyholder will connect with the Network and the KIM Database through the DisplayKEY Cradle, which includes a modem requiring an analog telephone line.

ii. **Connection Through eKEY**. If Keyholder has selected the eKEY (with either eKEY Professional Software or the eKEY Basic Software), Keyholder will connect with the Network and the KIM Database through Supra'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 Supra-specified connection.

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

**2. TERM OF SERVICE**

a. **Service**. The software incorporated in the DisplayKEYs, eKEY Software, iBoxes, Network, and eSYNC Software (collectively, "Software"); the equipment incorporated in the DisplayKEYs, and iBox es (collectively, "Equipment"); Network; and KIM Database are collectively, "Service." The Service is more fully described in the applicable User's Guide, which will be provided to Keyholder in conjunction with the Software and is incorporated herein by reference.

b. **Term**. This Agreement (including the licenses and leases granted above) shall commence on the date set forth above and terminate on **February 15, 2021** (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. KEYHOLDER SHALL ALSO BE ENTITLED TO CHANGE SERVICES BY TERMINATING THIS AGREEMENT AND ENTERING INTO A NEW AGREEMENT IN ACCORDANCE WITH SECTION 5.**

**3. FEES**

a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO Supra A FEE FOR THE RIGHT TO USE THE SERVICE (THE "SYSTEM FEE"). THE SYSTEM FEE FOR KEYHOLDERS ENTERING INTO THIS AGREEMENT DURING THE FIRST YEAR OF THE TERM OF THE MASTER AGREEMENT (AS DEFINED HEREIN) IS SET FORTH IN EXHIBIT A. SYSTEM FEES ARE SUBJECT TO ALL APPLICABLE TAX AND ANY ANNUAL ADJUSTMENT.**

b. **DisplayKEY**

i. If Keyholder is provided a DisplayKEY, 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 DisplayKEY is lost, destroyed or damaged, Supra may replace the DisplayKEY with refurbished product ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the DisplayKEY previously provided to Keyholder. The cost for such Replacement shall be: DisplayKEY - $150.00; DisplayKEY Cradle - $99.00. However, if Keyholder purchases replacement insurance ("Replacement Insurance") pursuant to Exhibit A attached hereto and the requirements of such Section are satisfied, there shall be no charge for a Replacement DisplayKEY. Upon execution of this Agreement, or at any time during the Term of this Agreement, Keyholder may elect to purchase Replacement Insurance. Such insurance shall cover the DisplayKEY provided to Keyholder and any Replacement. Insurance does not cover Phones or iBoxes.

c. **eKEY Professional or 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. Supra may elect to receive the payments up to ten (10) days after the due date.

ii. If Keyholder subscribes to a multiple listing service ("MLS") and the MLS discontinues providing MLS data for any reason, the System Fee paid by Keyholder for use of the eKEY Professional Software shall not be reduced.

d. **Activation Fee**

i. After **March 18, 2015**, Keyholder shall be required to pay a fifty dollar ($50.00) activation fee ("Activation Fee") when first provided a Key:

e. **Payment Options**

i. DisplayKEY: 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 Supra in writing and deliver to Supra 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/kimweb/login.mvc. Otherwise, Keyholder shall not close, terminate, cancel, overdraw, overcharge, change, or otherwise impair Supra's rights to automatic charges or debits to the Credit/Debit Account during the Term of this Agreement.

iv. Keyholder agrees to pay to Supra a fee of $25.00 for any System Fee that is not received by Supra within five (5) days after the date such payment is due and also agrees to pay to Supra 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 Supra 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 Supra. All applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of Supra.

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 Supra 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 a DisplayKEY 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 a DisplayKEY and subsequently elects to license an eKEY, Keyholder shall be entitled to a pro-rated credit of the paid DisplayKEY 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 Supra within forty-five (45) days of the receipt of such notification by Supra. If Keyholder has licensed an eKEY and elects to lease an DisplayKEY at any time, Keyholder shall not receive any credit towards the DisplayKEY System Fee.

b. Keyholder understands that in order to make the Service available to Keyholder, Organization and Supra have entered into a Master Agreement, which provides the terms under which Supra 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 Supra, 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 Supra 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 Supra.** Except as the rights and obligations of Keyholder and Supra under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Supra with respect to the Service are governed solely by the terms and conditions of this Agreement.

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

d. Supra 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 Supra 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 Supra 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 of the Agreement. Supra shall, without charge, repair or replace such defective or nonconforming Equipment or Software for the Term of the Agreement. Keyholder must return at her or his sole cost and expense any defective or nonconforming Equipment under warranty to Supra or at Supra'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 any other item 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 Supra to such location as Supra 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 Supra, 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's Guide, and a third party brings an action against Supra relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Supra, 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 Supra in such proceeding.

b. **Supra 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 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 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, if this Agreement is for eKEY Professional Software or eKEY Basic Software and there is 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 Supra;

iii. If this Agreement is for eKEY Professional Software or eKEY Basic Software, the closure, termination, or cancellation by Keyholder of the Credit/Debit Account without (1) prior written notification to Supra and (2) delivery of a newly executed authorization form to Supra as required by Section 3(i) of 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 DisplayKEY or eKEY, 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 Supra 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, Supra 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 licenses and leases granted hereunder; and/or

iii. Require the return of all Equipment, Software, and any other items 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 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

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

b. Upon the occurrence of an Event of Default by Supra, 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 Supra which remains in Keyholder's possession; to delete all Software from all of Keyholder's personal computers and Phones; and to pay Supra any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment.

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

d. In the event that Supra 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 Supra 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. Supra'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. Supra'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 any other items included with the Service which have been provided to Keyholder; deleting all Software from all of Keyholder's personal computers and Phones; and paying Supra any amounts owing prior to such termination, including (i) any applicable liquidated damages for the failure to return the Equipment (see Section 11(c) below) 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 Supra.

b. Supra 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 units 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 Supra, as liquidated damages for such failure, the following amounts: DisplayKEY - $150.00; DisplayKEY Cradle - $99.00.

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 Supra all keys previously leased by Supra to Keyholder, all prior leases between Supra 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 Supra shall constitute an original signature for purposes of this Agreement and shall be valid and enforceable by Keyholder.

d. Except as provided in Section 5(b), this Agreement may only be amended through a written agreement signed by both parties.

e. Supra may at any time assign or transfer its interests in this Agreement to any party; provided, however, that any such assignment by Supra shall not act to eliminate any right or remedy that Keyholder may have against Supra 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.]**