

MULTIPLE LISTING SERVICE OF GREATER CINCINNATI, INC.
SENTRILOCK/SENTRIKEY® KEYHOLDER AGREEMENT ("Agreement")

Revision: 06/29/2021

Upon acceptance of this KEYHOLDER AGREEMENT (the "Agreement") this Agreement will govern my right, as the Keyholder, to use the Electronic Keybox System as hereinafter defined.

Multiple Listing Service of Greater Cincinnati, Inc. ("CincyMLS") and SentiLock, LLC ("SentiLock") have contracted under a separate agreement for Keybox services, namely SentiLock Bluetooth® REALTOR® Keybox Series System ("EKS"). The EKS includes the Bluetooth REALTOR® Keybox ("Keybox") and access to SentiKey® and SentiConnect® apps for management of the Keybox access and administration. CincyMLS will offer the Keybox Services to active Participants and Subscribers of the CincyMLS. The parties agree as follows:

1. **USE:** The Keyholder may use the EKS CincyMLS provides and registers to Keyholder in connection with the Keyholder's regular and customary activities while acting as a real estate agent, appraiser or other CincyMLS approved Keyholder within the terms and conditions outlined in this Agreement.
2. **OWNERSHIP:** The Keyboxes distributed during the Keybox Exchange shall at all times be and remain the sole and exclusive property of the CincyMLS until after the initial term of the contract has been reached (September, 2028). The Keyholder will have no right, title, or interest in any Keybox from the exchange until September, 2028. Any Keybox purchased directly by the Keyholder after the exchange will be the sole and exclusive property of that Keyholder.
3. **TERM:** The term of this Agreement begins on the date the Keyholder accepts this Agreement and terminates on the earlier of: (1) termination of CincyMLS's master agreement with SentiLock; (2) the Keyholder terminates participation or subscription with CincyMLS; (3) CincyMLS terminates this Agreement as provided in Section 9 of this Agreement; or (4) the Keyholder terminates this Agreement with written notice to CincyMLS. Upon termination of this Agreement for any reason, Keyholder shall surrender his/her usage of the EKS immediately and return all Keyboxes to CincyMLS as outlined in Section 2 of this Agreement. Ownership. If equipment not owned by the User is not returned, Keyholder shall reimburse CincyMLS for the cost of any damaged or lost keyboxes.
4. **PAYMENT:** CincyMLS includes Keybox service in the base dues. If Keyholder fails to pay the CincyMLS dues by the due date, CincyMLS may assess a late penalty and/or reactivation fee and de-activate Keyholder's service until the fees and any late penalty are paid in full.
5. **LICENSE:** Keyholder acknowledges that the EKS is the sole property of SentiLock. Keyholder acknowledges that the System is a work in which SentiLock has patent, copyright, and trademark rights and that the license to CincyMLS is to facilitate its members' ability to show real estate they have listed for sale or conduct ancillary real estate services related to the sale of real estate. Keyholder is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, modifying, disclosing, or otherwise transferring the System or any portion or element thereof. Keyholder shall use the Keybox System in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Keyboxes.
6. **LOSS AND DAMAGE:** Keyholder assumes and shall bear the entire risk of loss and damage to the Keyboxes from any and every cause whatsoever. No loss or damage to the Keyboxes or any part thereof shall impair the Keyholder's obligation under this Agreement, which shall continue in full force and effect.

If any Keybox is damaged, Keyholder shall return the damaged Keybox to CincyMLS, who shall submit it to SentiLock for repair or replacement. To the extent the repair or replacement is not covered by the

SentriLock warranty, Keyholder shall reimburse CincyMLS for any costs incurred in connection with the repair or replacement of the Keybox.

If a Keybox is lost or stolen, or in the reasonable judgment of CincyMLS, a Keybox is destroyed or damaged beyond repair, Keyholder will pay CincyMLS the total current replacement cost including applicable shipping costs.

7. **AUDIT/INSPECTION:** CincyMLS may conduct a full audit requiring Keyholders to verify the then-current location of all Keyboxes. Keyholder agrees to fully cooperate with such audits. If a Keybox cannot be accounted for, CincyMLS reserves the right to assess a replacement cost of the box, including any applicable shipping cost, to the Keyholder.
8. **DISCLAIMER OF WARRANTIES:** CincyMLS is not the manufacturer, supplier, or dealer of or in the EKS. Accordingly, CincyMLS makes no warranties, expressed or implied, regarding the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the EKS, or any components thereof, or their materials or workmanship. CincyMLS further disclaims any liability for loss, damage, or injury to Keyholder or third parties as a result of any defects, latent or otherwise, in the EKS.
9. **FAILURE TO COMPLY:** Keyholder agrees to be subject to the Electronic Keybox System Rules and Regulations for violation of any provision of this Agreement. Discipline may include forfeiture of the Keyholder's access to the EKS and the Keyholder's right to retain any Keybox issued to the Keyholder under this Agreement. CincyMLS or SentriLock may, at any time, fine a Keyholder, suspend or terminate access to the SentriLock System and revoke Keybox Service for cause, including but not limited to:
 - a. Violation of CincyMLS's Rules and Regulations, applicable Bylaws, or other applicable rules or policies including regulations of the Ohio Division of Real Estate and Professional Licensing and the National Association of REALTORS®;
 - b. Non-payment of fees and dues, regardless of conduct or other rules;
 - c. Sharing or loaning any EKS credentials to another person, whether or not they are a member of CincyMLS;
 - d. Allowing access to the Keybox without Seller's authorization;
 - e. Criminal activity including property damage and theft from a property accessed via a SentriLock Keybox.
10. **RECIPROCITY:** If accessing a Keybox in an MLS or Association offering reciprocity, Keyholder agrees to abide by the applicable Keybox rules and policies of such MLS or Association and be subject to any discipline therein.
11. **INDEMNIFICATION:** Keyholder agrees to indemnify and hold CincyMLS and all of its respective officers, directors and employees harmless from any loss, cost, expense, claims or demands whatsoever by or against CincyMLS resulting from loss, use or misuse of the EKS, including, but not limited to, any liabilities, including attorney's fees, incurred by them as a result of damage or injuries to property or persons arising out of entry by any person into any premises by use of the SentriLock System. The Keyholder shall promptly notify CincyMLS of any claim and cooperate fully with them in defending or settling any claim.
12. **NOTICES:** All notices, demands, or consents required or permitted under this Agreement shall be either in writing and shall be delivered personally or sent by registered mail, certified mail, return receipt requested, or by a reputable overnight carrier service, or delivered by email, to the appropriate party at the following addresses:

CincyMLS:	14 Knollcrest Drive, Cincinnati OH 45237
Keyholder:	To the contact information on file at CincyMLS

- 13. **ASSIGNMENT:** Keyholder shall not assign or transfer this Agreement or any rights or obligations under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations hereunder, shall be void and constitute ground for immediate termination of this Agreement by CincyMLS.
All rights of CincyMLS hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Keyholder.
- 14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of the Ohio. Keyholder hereby voluntarily submits and consents to and waives any defense to the jurisdiction of courts located in State of Ohio, regarding all matters relating to or arising from this Agreement. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.
- 15. **PARTIAL INVALIDITY:** Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of this Agreement.
- 16. **ENTIRE AGREEMENT:** This written contract expresses the entire agreement between the Keyholder and CincyMLS concerning the EKS. This Agreement supersedes any other agreements, either oral or in writing. No additional agreement, statement or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. This Agreement is binding upon the heirs and personal representatives of the Keyholder.
- 17. **AGREEMENT AND ACKNOWLEDGEMENT:** I acknowledge that I have read and agree to comply with this Agreement, Keybox System Rules and Regulations and CincyMLS Rules and Regulations as may be from time to time amended. A copy of the Electronic Keybox Rules and Regulations and CincyMLS Rules and Regulations can be found online by logging into the CincyMLS website or at the CincyMLS office. I understand that violations of CincyMLS Rules and Regulations and Keybox System Policies may result in fines and/or suspension or termination of Keybox Service.

To be signed electronically via SentiLock app:

Name

Signature

Date