



Garden State MLS
1719 Route 10 East, Suite 223
Parsippany, NJ 07054

Cooperating Key Update Instructions for Garden State MLS

Please complete the Cooperating Key Info (page 3 of 8) and Exhibit A (page 7 of 8) and fax back those pages back to 973-898-9624 to have your Supra Key added into the Garden State Key System.

Please allow at least three hours once we have received the paperwork for your key to be added into the system. Once your key has been entered you will need to do two manual eSyncs on the key to get it up and running for Garden State.

1. Scroll down on your key to Manual eSync
2. Hit the ENTER key
3. Place your key on the cradle
4. Once the display on the key reads that it is updated for today, take the key out of the cradle and repeat steps 1-3.

Please test your key on a Garden State Lockbox prior to taking your clients to a home to verify the success of the updates.

If you have any questions, please call Garden State MLS at (973) 898-1900 and follow the prompts for Supra Key and/or Lockbox information.

Sincerely,
Garden State MLS



Garden State MLS
1719 Route 10 East, Suite 223
Parsippany, NJ 07054

Cooperating Key Info

Name: _____

GSMLS ID: _____

Key Serial #: _____

PIN #: _____

Key Type: (circle one) Display Key EKey ActiveKey

Please indicate below where your key is from (circle only one key system)

NJMLS

MERCER

MIDDLESEX

GREATER HUDSON MLS

BUCKS

OCEAN

MONMOUTH

ALL EXHIBITS ARE PART OF THIS AGREEMENT. READ THEM BEFORE SIGNING BELOW.
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 Garden State Multiple Listing Service, LLC ("Organization") and a user of Organization's electronic keybox system (the "Service") and Supra, a division of GE Security, Inc., a Delaware corporation, and its successors and assigns and any designees ("Supra"). Keyholder and Supra agree as follows:

1. LICENSE and LEASE

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 ("PDA/Phone") that are approved by Supra. Supra does not provide any warranty of the performance or availability of any PDA/Phone. Such combination of a PDA/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.

o. **Companion DisplayKEY.** Enables eKEY Keyholders to access Advantage Express II Electronic Keyboxes in adjacent, cooperating associations. The Companion DisplayKEY is a no cost, loaned device that must be returned to Organization if this Agreement is terminated or when all adjacent, cooperating associations are using iBoxes.

d. **Network; KIM Database.** Regardless of whether Keyholder has selected the DisplayKEY or the eKEY (with either eKEY Professional Software or eKEY Basic Software and optional Companion DisplayKEY), 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 Keyholder/Keybox Information in the 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 PDA/Phone has been loaded with Keyholder's eKEY and the PDA/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 PDA/Phone, provided that both the personal computer and PDA/Phone have been loaded with eSYNC and are connected by USB or other Supra-specified connection.

C. **eSYNC Cradle or Modem:** Enables Keyholder to link her or his eKEY with the Network and the KIM Database through a hardware cradle separately sold by Supra, which is loaded with eSYNC Software and includes a modem requiring an analog telephone line.

2. TERM OF LEASE SERVICE

a. **Lease Service.** The software incorporated in the DisplayKEYs, eKEY Professional Software, eKEY Basic Software, Companion DisplayKEY, iBoxes, Network, eSYNC Software, eSYNC Cradle and Modem (collectively, "Software"); the equipment incorporated in the DisplayKEYs, Companion DisplayKEYs, iBoxes, the eSYNC Cradle and Modem (collectively, "Equipment"); Network; and the software incorporated in the KIM Database are collectively, "Lease Service." The Lease Service is more fully described in the applicable User's Guide, which will be provided by Keyholders in conjunction with the Software.

b. **Term.** This Agreement (including the licenses and leases granted above) shall commence on the date set forth above and terminate on December 31, 2011, (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 LEASE 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. FEES ARE SUBJECT TO ALL APPLICABLE TAX AND ANY ANNUAL ADJUSTMENT.**

b. If Keyholder is provided a DisplayKEY, Keyholder shall be required to pay when entering into this Agreement on the date set forth in the signature block below, the semi-annual System Fee set forth here until monthly proration is made available to the Organization; plus the Activation Fee applicable under Section 3(c) below:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
12/12	12/31	50%	01/01	03/31	100%	01/01	03/31	100%	
			04/01	06/30	50%	04/01	06/30	50%	
			07/01	09/30	100%	07/01	09/30	100%	
			09/01	11/30	50%	09/01	12/11	50%	

c. If Keyholder is provided eKEY Professional or Basic Software, Keyholder shall be required to pay, by automatic charges to the credit card or automatic debits to the debit card designated by Keyholder in Exhibit A attached hereto (the "Credit/Debit Account"), the initial monthly System Fee when entering into this Agreement on the date set forth above; plus subsequent monthly System Fees on or about the first ("1") day of each month thereafter during the Term of this Agreement; plus the Activation Fee applicable under Section 3(f) below.

d. 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.

e. If a new Keyholder is first provided a DisplayKEY, eKEY Professional or Basic Software after January 10, 2006 ("Initial Period"), Keyholder shall be required to pay \$50.00 key activation fee. There will be no activation fee charged for a change in Lease Service.

f. If any of the following Equipment is lost, destroyed or damaged, Supra may replace such 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 previously provided to Keyholder. Any Replacement shall be available at the following prices:

DisplayKEY or Companion DisplayKEY	\$150.00	DisplayKEY Cradle	\$99.00
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However, if Keyholder purchases "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 or DisplayKEY Cradle.

g. Upon execution of this Agreement, or at any time during the Term of this Agreement, Keyholder may elect to purchase the "Replacement Insurance," which is set forth in Exhibit A attached hereto. Such insurance shall cover the DisplayKEY and DisplayKEY Cradle provided to Keyholder and any Replacement. Such insurance does not cover PDA/Phones, eSYNC Cradle, eSYNC Modem, Companion DisplayKEY, or iBoxes.

h. In addition to the applicable Fees, Keyholder shall be liable to Supra for the amount of all applicable taxes.

i. If Keyholder desires to close, terminate, or cancel 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 charges to the Credit/Debit Account should be sent to Supra, Attention: Billing Department, 4001 Fairview Industrial Drive SE, Salem, OR 97302, or faxed to the Supra Billing Department at 503-375-6420. Otherwise, Keyholder shall not close, terminate, cancel, overdraw, overcharge or otherwise impair Supra's rights to automatic charges or debits to the Credit/Debit Account during the Term of this Agreement.

j. Keyholder agrees to pay to Supra a late fee of \$25.00 for any System Fee that is not received by Supra within fifteen (15) days after the date such payment is due. Keyholder also agrees to pay to Supra a fee of \$25.00 for any Keyholder check that is returned unpaid or for insufficient credit or funds.

k. 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 LEASE SERVICE

a. The Lease Service, including all Equipment, 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 Lease Service which are set forth as Exhibit B (which may be amended from time to time). Keyholder further agrees that it is necessary to maintain the security of the DisplayKEY or eKEY (collectively, "Key") she or he has selected and the personal identification number utilized in connection with her or his Key, in order to prevent the use of the Key by unauthorized persons. Keyholder acknowledges that neither the Lease Service nor any Supra product used in connection with the Lease Service (including the Equipment and the Software) is a security system. The Lease 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 Lease Service.

5. CHANGE OF LEASE SERVICE

a. Keyholder shall be entitled to change at any time the Lease Service by terminating this Agreement in accordance with Section 11 and entering into a new keyholder agreement with Supra. If Keyholder previously used a DisplayKEY and subsequently elects to use eKEY Professional Software or eKEY Basic Software, Keyholder shall be responsible for payment of the first monthly eKEY Professional Software or eKEY Basic Software System Fee, plus subsequent monthly System Fees on the first (1st) day of each month thereafter during the Term. If Keyholder previously used a DisplayKEY and subsequently elects to use eKEY Professional Software or eKEY Basic Software, Keyholder shall be entitled to a prorated credit of the semi-annual DisplayKEY System Fee according to the following schedule:

DisplayKEY System Fee			eKEY Professional Software System Fee			eKEY Basic Software System Fee		
Starting Through	Through	Credit Percentage	Starting Through	Through	Credit Percentage	Starting Through	Through	Credit Percentage
12/12	12/31	0%	01/01	03/31	25%	01/01	03/31	25%
			04/01	06/30	0%	04/01	06/30	0%
			07/01	09/30	25%	07/01	09/30	25%
			09/01	11/30	0%	09/01	12/11	0%

In the event that Keyholder is entitled to a prorated credit, Keyholder shall receive a refund of the credit by check from Supra within forty-five (45) days from the date of the change. If Keyholder has previously used eKEY Professional Software or eKEY Basic Software and subsequently elects to use a DisplayKEY at any time, Keyholder shall not receive any credit towards the annual DisplayKEY System Fee.

b. Keyholder understands that in order to make the Lease Service available to Keyholder, Organization and Supra have entered into a Master Agreement, which provides the terms under which Supra will provide the Lease Service to Organization and Keyholder. Keyholder agrees that if the Master Agreement is terminated for any reason during the Term of this Agreement, the Lease 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 Lease 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 Lease Service are governed solely by the terms and conditions of this Agreement.

c. Supra may discontinue any item of Equipment or Software used in connection with the Lease 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 Lease Service.

6. WARRANTY All items of Equipment and Software manufactured by Supra and used in connection with the Lease 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 Lease Service which has been provided to Keyholder, shall relieve Keyholder of any obligation under this Agreement. The cost for replacing Equipment that is lost, damaged or destroyed is set forth in Section 3(f) above.

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, all Equipment, Software, and any other items included with the Lease Service which have been provided to Keyholder. Such Equipment and any other 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 PDA/Phones.

8. REPRESENTATIONS AND COVENANTS Keyholder covenants and agrees:

a. If Keyholder misuses the Lease Service or any component thereof, including without limitation, use of the Lease Service in violation of the attached Rules and Regulations, and a third party brings an action against Supra or Organization relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Supra and Organization, and their 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 or Organization in such proceeding.

b. Supra and Organization 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 Lease 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 and Organization 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 Lease 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 thirty (30) 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(f) 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.

(vi) Breach of the attached Rules and Regulations by Keyholder.

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 Lease Service or any component of the Lease 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 Lease Service; and/or
- (iv) Require the deletion of all Software from all of Keyholder's personal computers and PDA/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 PDA/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 Leased Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to have the Leased Services 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 attorney's fees incurred by Supra in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of such amounts, Supra shall reactivate the Leased 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 Lease 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 Lease Service which have been provided to Keyholder; deleting all Software from all of Keyholder's personal computers and PDA/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(a) 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, 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 applicable amounts:

DisplayKEY or Companion DisplayKEY	DisplayKEY Grade
\$150.00	\$50.00

d. In addition, Keyholder shall not be entitled to any refund of any unused portion of any System Fee for use of the Lease Service previously paid.

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 Lease Service.

b. Provided that Keyholder has returned to Supra all keys previously leased by Supra to Keyholder, all prior leases between Supra and NCBCC 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 be 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.

[EXHIBITS A AND B ON FOLLOWING PAGES.]



THIS IS A LEGAL DOCUMENT. EXECUTION OF THIS AGREEMENT, INCLUDING ALL PAGES IN ADDITION TO THIS PAGE, SHALL OBLIGATE THE PARTIES TO PERFORM AS PROVIDED HEREIN.



637EA22



KEYHOLDER, member of **Garden State Multiple Listing Service, LLC**

Supra, a division of GE Security, Inc.:

Signature: _____

By: *Michael J. Rath*

Name: _____

Name: Michael J. Rath

Date: _____

Title: V.P., Finance
4001 Fairview Industrial Drive S.E.
Salem, Oregon 97302-1142

Keyholder ID: [Grid]

Mailing Address: [Grid]

City: [Grid] State: [Grid] Zip: [Grid]

EXHIBIT A

I. eKEY

A. Software Type and Monthly System Fees

eKEY Professional (monthly)

\$21.85 + tax, 12/12/05 - 12/11/11
System Fees are subject to all applicable tax and any annual adjustment.

eKEY Basic (monthly)

\$16.65 + tax, 12/12/05 - 12/11/11
System Fees are subject to all applicable tax and any annual adjustment.

B. Payment and Card Authorization I authorize Supra to initiate debit/credit entries on my credit/debit card for the monthly System Fee.

Cardholder Name: _____

Account Number: [Grid]

Exp. Date: [Grid]

Billing Address: [Grid]

City: [Grid] State: [Grid] Zip: [Grid]

Cardholder Signature: _____

II. DisplayKEY

Semi-annual System Fees

DisplayKEY & Cradle (semi-annual)

\$71.10 + tax, 12/12/05 - 12/11/11
System Fees are subject to all applicable tax and any annual adjustment.

B. Loss and Theft Insurance

I elect to purchase Loss and Theft Insurance on my DisplayKEY and Cradle, and understand that:

1. I will be billed the insurance fee of \$25.00, plus tax, if applicable, each year on the annual billing date for Service.
2. In the event of loss or theft, I will complete the Supra affidavit and Supra will replace covered items that are listed on the affidavit.
3. Each claim is subject to investigation by Supra.
4. I may terminate this insurance with written notice to Supra (faxed notice if termination is within 10 business days of the annual billing date).
5. If this Agreement or the insurance is terminated for any reason, I will not be entitled to a refund for any amounts paid for this insurance.

I decline Loss and Theft Insurance.



Exhibit B

RULES AND REGULATIONS OF GSMLS, L.L.C. KEYBOX SYSTEM

Set forth below are the rules and regulations applicable to all users of the Garden State Multiple Listing Service, L.L.C. ("Organization") electronic keybox system (the "Service"). All users of the Service (each user hereinafter referenced as "Keyholder") agree to abide by, and be bound by, these rules and regulations and any amendments thereto.

1. Status

A Keyholder must be a member in good standing of the Organization (i) who holds a valid real estate broker license for the Organization's service territory ("Broker"), (ii) is an independent contractor affiliated with, or is employed by, a real estate broker and holds a valid real estate agent license for the Organization's service territory ("Agent"), or (iii) a state certified real estate appraiser. Suspension or expulsion from the Organization shall also result in suspension or expulsion from the Service. If Keyholder is an Agent, Keyholder shall notify the Organization's Administrator (within 24 hours) in writing following the termination of his or her affiliation with the Broker. Upon such termination, Keyholder may continue using the Service provided that Keyholder becomes affiliated with another Broker within five (5) business days of such termination and notifies the Organization's Administrator in a manner satisfactory to the Administrator within 24 hours of the change of employment. Such notice must also be executed by Keyholder's new Broker.

2. Security of Key and Key Boxes

Keyholder acknowledges that it is necessary to maintain the security of the Key and its Personal Identification Number ("PIN") to prevent its use by unauthorized persons. Therefore, Keyholder agrees as follows:

- (a) to keep the Key in Keyholder's possession or in a safe place at all times;
- (b) not to allow Keyholder's PIN to be attached to the Key or other Equipment for any purpose whatsoever or to be disclosed by Keyholder to any third party;
- (c) not to lend or otherwise transfer the Key to any other person or entity, or permit any other person or entity to use the Key for any purpose whatsoever, whether or not such other person or entity is a real estate broker or salesperson;
- (d) not to duplicate the Key or allow any other person to do so;
- (e) not to assign, transfer or pledge the Key;
- (f) not to destroy, alter, modify, disassemble or tamper with the Key or knowingly or unknowingly allow anyone else to do so;
- (g) to notify the Organization's Administrator immediately in writing (within 48 hours) of a loss or theft of the Key or any KeyBoxes, and of all circumstances surrounding such loss or theft;
- (h) to complete and deliver to the Organization's Administrator a stolen Key affidavit prior to and as a condition of the issuance of a replacement Key;
- (i) to follow all additional security procedures as specified by the Organization or its Administrator; and
- (j) to safeguard the code for each KeyBox from all other individuals and entities, whether or not they are authorized Keyholder of the Service.

3. Authorization

Before the Keyholder installs or uses any KeyBox on real property, Keyholder shall obtain written authorization from the property owner to do so, as well as from any tenant(s) in possession of the property, if applicable. Keyholder shall use extreme care to ensure that all doors to the listed property and the KeyBox are locked. Keyholder agrees to disclose to the property owner and tenant(s), if applicable, that the KeyBox is not designed or intended as a security device.

4. Remedies

Upon the occurrence of an Event of Default by Keyholder under the Keyholder Agreement and/or these Rules and Regulations, the Organization may (a) cause Keyholder's Key to be deactivated; (b) take legal action against Keyholder to recover all damages resulting from such default and/or improper use of the Key; and/or (c) pursue any other remedy available at law or in equity. In addition to the foregoing, Organization shall establish fines relating to the violation of these Rules and Regulations.

5. Termination

Keyholder acknowledges that use of the Service is subject to the continuation of the Organization's Master Agreement with Supra. Keyholder hereby waives any right to exercise any right or remedy arising under, relating to or by virtue of the termination of the Organization's Master Agreement with Supra.