

OKLAHOMA CITY METROPOLITAN ASSOCIATION OF REALTORS® LOCKBOX PURCHASE AND KEY LICENSE AGREEMENT

This LOCKBOX PURCHASE AND KEY LICENSE AGREEMENT (the “**Agreement**”), effective as of the date on the signature page (the “**Effective Date**”), is made and entered into by and between the Oklahoma City Metropolitan Association of REALTORS®, Inc. (“**OKCMAR**”) and the undersigned user (“**Authorized User**”).

OKCMAR has contracted with SentiLock, LLC (“**SentiLock**”) under a separate agreement for lockbox services, namely the SentiGuard™ Lockbox Series System (“**Lockbox System**”). The Lockbox System includes the SentiGuard™ lockbox device (“**Lockbox**”) and access to SentiKey® and SentiConnect® apps (collectively, the “**Software**”) for management of the Lockbox access and administration.

Subject to the terms and conditions set forth in this Agreement, OKCMAR shall sell, convey, transfer, and deliver to Authorized User, and Authorized User shall purchase from OKCMAR the Lockbox. OKCMAR will offer the Lockbox Services to active participant members and subscriber members of OKCMAR. Authorized User agrees as follows:

1. **USE:** OKCMAR hereby (i) sells to Authorized User the Lockboxes described in this Agreement, and (ii) grants to Authorized User a non-exclusive, non-transferable revocable limited license to access and use the Lockbox System in accordance with this Agreement, any terms of use required by SentiLock (“**Terms of Use**”), and all applicable OKCMAR policies, including without limitation the Lockbox Policy (the “**Policies**”). Authorized User may use the Lockbox System and any Lockbox OKCMAR provides to and registers to Authorized User in connection with Authorized User’s normal and customary real estate brokerage or appraisal activities. Authorized User’s Software shall not be used by any third party, including without limitation any other individuals at Authorized User’s firm. Authorized User acknowledges that OKCMAR may monitor usage of the Lockbox System to detect noncompliance with the Policies or breach of this Agreement.
2. **PURCHASE PRICE:** Upon execution of this Agreement, Authorized User shall pay to OKCMAR the sum of one hundred forty dollars (\$140.00) plus applicable tax per Lockbox and OKCMAR will deliver to Authorized User the Lockbox or Lockboxes so purchased.
3. **OWNERSHIP:** Upon receipt of payment described in Section 2, title to the Lockbox will transfer to Authorized User. The Lockbox System and Software, including without limitation any updates, upgrades, or revisions, shall at all times remain the property of SentiLock or its licensors, including without limitation all copyright, patent, trademark, trade secret, and other proprietary rights therein. Authorized User only obtains the limited rights to access and use the Lockbox System as expressly set forth in this Agreement.
4. **FAILURE TO COMPLY:** Authorized User’s use of the Lockbox System is also subject to the Policies, including without limitation the disciplinary rules and procedures therein, for violation of any provision of this Agreement. Discipline may include fines and/or suspension or forfeiture of Authorized User’s access to the Lockbox System.
5. **TERM:** The term of this Agreement (“**Term**”) begins on the Effective Date and shall continue until terminated.
6. **TERMINATION:** OKCMAR may terminate this Agreement: (1) immediately upon termination of OKCMAR’s master agreement with SentiLock as described in Section 12; (2) immediately upon termination of Authorized User’s membership with OKCMAR; (3) for Authorized User’s breach of this Agreement, if the breach is not cured within ten (10) days of receiving notice thereof or within the timeline set forth in the Policies, if applicable, or (4) immediately, if Authorized User materially breaches this Agreement and such breach is incapable of being cured. Authorized User may terminate this Agreement at any time upon at least one (1) business day’s written notice to OKCMAR.
7. **EFFECT OF TERMINATION:** Upon termination of this Agreement for any reason: (1) the license granted to Authorized User under this Agreement shall terminate immediately; (2) Authorized User shall surrender his/her usage of the Lockbox System immediately, (3) Authorized User’s access to the

Lockbox System shall be disabled; (4) Authorized User shall pay any outstanding User Fees to OKCMAR; and (5) Authorized User shall delete the Software from its devices.

8. **PAYMENT:** Authorized User will be assessed a fee (the “**User Fee**”) for use of the Lockbox System, Authorized User shall be invoiced for the User Fee in accordance with SentiLock’s billing policy. If Authorized User fails to pay the User Fee by the due date, SentiLock may assess a late penalty and/or reactivation fee, and de-activate Authorized User’s service until the User Fees and late penalty are paid in full. OKCMAR is not responsible for collection of or any terms related to payment of the User Fee.
9. **OTHER COSTS:** Authorized User will be responsible for providing the necessary internet connection and/or cellular service, mobile device, software, and other equipment required to access and use the Lockbox System and for the payment of any fees and other costs and expenses in connection therewith, if applicable.
10. **RESTRICTIONS:** Authorized User is prohibited from selling, assigning, distributing, providing access to, reverse engineering, decompiling, translating, adapting, modifying, disclosing or otherwise transferring, creating derivatives of, or attempting to access the source code of the Software, Lockbox System, or any portion or element thereof. Authorized User shall use the Lockbox System only as authorized in this Agreement, the Terms of Use, and the Policies, and shall comply with and conform to all applicable national, state, local and other laws, ordinances, and regulations. OKCMAR may, at its discretion, require Authorized Users to replace the Lockboxes with replacement SentiLock lockboxes compatible with the Lockbox System.
11. **SECURITY:** Authorized User is responsible for maintaining the confidentiality of its personal identification number (PIN) and shall take commercially reasonable steps to prevent unauthorized use of the Lockbox System. In addition to any other requirements in the Policies, Authorized User agrees to: (1) secure its mobile device containing the Software and the Lockbox from unauthorized access; (2) not disclose Authorized User’s PIN to any third party; (3) not permit any third party to use the Software; and (4) not bypass any security measure or tamper with the Software or Lockbox.
12. **CHANGE OF SERVICE:** OKCMAR has entered into a master agreement with SentiLock, which sets forth the terms under which SentiLock will provide the Lockbox System to OKCMAR and Authorized User. Authorized User acknowledges that if OKCMAR’s master agreement with SentiLock is terminated for any reason during the Term of this Agreement, the Lockbox System may no longer be available to Authorized User, in which case this Agreement shall terminate in accordance with Section 6. Authorized User further acknowledges that, at any time throughout the Term without prior notice, SentiLock may: (1) modify or upgrade the Lockbox System, (2) discontinue the Lockboxes or support thereof, and/or (3) discontinue certain features of the Software.
13. **LOSS AND DAMAGE:** Authorized User assumes and shall bear the entire risk of loss of and damage to the Lockboxes from any and every cause whatsoever. No damage to or loss or theft of the Lockboxes or Software shall impair any obligation of Authorized User under this Agreement, which shall continue in full force and effect. Authorized User shall immediately notify OKCMAR in writing of (1) any defective, damaged, lost, or stolen Lockboxes, (2) any suspected unauthorized access to a Lockbox, (3) unauthorized use of the Software, or (4) loss or theft of Authorized User’s device containing the Software. In the event Authorized User discovers any defects in a Lockbox, Authorized User shall return the Lockbox to OKCMAR. OKCMAR shall submit the defective Lockbox to SentiLock for repair or replacement pursuant to the warranty provided by SentiLock. To the extent the defect is not covered by the SentiLock warranty, Authorized User may, in its discretion, elect to have the Lockbox repaired or replaced at Authorized User’s sole expense.
14. **AUDIT/INSPECTION:** From time to time, OKCMAR may conduct a full audit requiring Authorized User to verify the then-current location of his/her Lockboxes. Authorized User agrees to fully cooperate with such audits. In the event a Lockbox cannot be accounted for, OKCMAR reserves the right to assess a fee to Authorized User.
15. **DISCLAIMER OF WARRANTIES:** OKCMAR IS NOT THE MANUFACTURER, SUPPLIER, OR DEALER OF OR IN THE LOCKBOX SYSTEM. ACCORDINGLY, OKCMAR, ITS DIRECTORS, OFFICERS, AFFILIATES, AND AGENTS DISCLAIM ANY WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS FOR A

PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, TITLE, NONINFRINGEMENT, PERFORMANCE, AND DOES NOT WARRANT ANY OTHER ASPECT OF THE LOCKBOX SYSTEM, INCLUDING THE LOCKBOXES AND SOFTWARE, OR ANY COMPONENTS THEREOF, THEIR MATERIALS OR WORKMANSHIP, OR THE AVAILABILITY OF THE SOFTWARE. THE LOCKBOX SYSTEM IS NOT A SECURITY SYSTEM. NEITHER OKCMAR NOR SENTRILOCK MAKE ANY WARRANTY THAT THE LOCKBOX SYSTEM WILL PREVENT UNAUTHORIZED ACCESS TO PROPERTY. AUTHORIZED USER TAKES POSSESSION OF ANY AND ALL LOCKBOXES ISSUED TO IT "AS IS".

16. **LIMITATION OF LIABILITY:** NEITHER OKCMAR NOR ITS DIRECTORS, OFFICERS, AFFILIATES, OR AGENTS SHALL BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY TO AUTHORIZED USER OR THIRD PARTIES OR PROPERTY, INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL, COMPENSATORY, SPECIAL, PUNITIVE, RELIANCE, LOST PROFITS, LOSS OF REVENUE, COST OF SUBSTITUTE SERVICE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE LOCKBOX SYSTEM, WHETHER ARISING UNDER A THEORY OF NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. AUTHORIZED USER USES THE LOCKBOX SYSTEM AT ITS OWN RISK AND SHALL BE RESPONSIBLE FOR ALL USE OF THE LOCKBOX AND SOFTWARE IN ITS POSSESSION. OKCMAR IS NOT RESPONSIBLE FOR ANY ACTION OR INACTION OF SENTRILOCK.
17. **RECIPROCITY:** If accessing a Lockbox on a property listed in an MLS or Association offering reciprocity, Authorized User agrees to abide by the applicable lockbox rules and policies of such MLS or Association and be subject to any discipline therein.
18. **INDEMNIFICATION:** Authorized User agrees to indemnify and hold OKCMAR and all of its officers, directors, affiliates, agents, and employees harmless from any and all damages, loss, cost, expense, claims, liabilities, or demands, including reasonable attorneys' fees, arising out of or resulting from Authorized User's misuse of the Lockbox System. Authorized User shall cooperate fully with OKCMAR in defending or settling any claim.
19. **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 where the recipient acknowledges receipt. Notice shall be sent to the appropriate party at the following addresses:

OKCMAR:	Authorized User:
3131 Northwest Expressway Oklahoma City, OK 73112	To the contact information on file with OKCMAR.
20. **ASSIGNMENT:** Authorized User 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 thereunder shall be void and constitute ground for immediate termination of this Agreement by OKCMAR. OKCMAR may assign this Agreement, either in whole or in part, without notice to Authorized User.
21. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Authorized User hereby voluntarily submits and consents to and waives any defense to the jurisdiction of courts located in Oklahoma County, Oklahoma, as to all matters relating to or arising from this Agreement.
22. **LEGAL COSTS:** The prevailing party in any lawsuit arising out of or relating to this Agreement shall be awarded its reasonable attorneys' fees and costs.
23. **LIQUIDATED DAMAGES:** The parties agree that if the security of the Lockbox System was compromised, actual damages would be difficult to ascertain. Accordingly, if the security of the Lockbox System is compromised due to the negligence or intentional acts or omissions of Authorized User, Authorized User agrees to pay to OKCMAR as liquidated damages the amount of Ten Thousand Dollars (\$10,000.00).
24. **GENERAL PROVISIONS:** Any provision of this Agreement which is determined by a court of competent

jurisdiction to be invalid or otherwise unenforceable shall be severed and all other provisions shall remain in full force and effect. This Agreement expresses the entire agreement between the Authorized User and OKCMAR with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing. Nothing in this Agreement shall be construed as creating a joint venture, partnership, employment, or agency relationship. Except as otherwise authorized in this Agreement, no amendment to this Agreement shall be valid unless in writing and signed by both parties. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision or breach. This Agreement may be executed in counterparts.

25. **AGREEMENT AND ACKNOWLEDGEMENT:** By signing below, I acknowledge that I have read and agree to comply with this Agreement and the Policies, as may be from time to time amended.

AUTHORIZED USER:

Name: _____

Signature : _____

Date : _____